POLICY:

**EFFECTIVE:** 

CP646638B

4/23/82-4/23/85

LIABILITY FORM:

**CONDITIONS FORM:** 

POLLUTION EXCLUSION:

C-1138 4/78

C-1652 8/78

CGL-21201 4/80

CREATE BOOK 1855

G-1135 40 G-1682(0.70 GGL-112(1.76)

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# BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

# COVERAGE A - BODILY INJURY - except Automobile COVERAGE B - PROPERTY DAMAGE - except Automobile

The company will pay all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or .
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (b) to bodily injury or property damage included within the war hazard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but the exclusion does not apply to liability assumed by the insured under any contract.
- (e) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agraements), (4) to that particular part of any property (i) upon which operations are being performed by or or behalf of the insured; or (ii) out of which such injury or destruction arises: (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) with respect to the completed operations hazard and with respect to any classification stated in the company's manual as "including completed operations," to work performed by or on behalf of the named insured arising out of such work or any portion thereof, or out of such materials, parts or agaipment furnished in connection therewith.
- (f) to damages claimed for the withdrawal, inspection, result, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected before deficiency therein.
- (g) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; (2) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (c) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (i) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including:
  - the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
  - (2) supervisory, inspection or engineering services.
- (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any insured which are not connected with the business of any insured.

### 2. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afformed coverage for bodily injury liability under this policy.

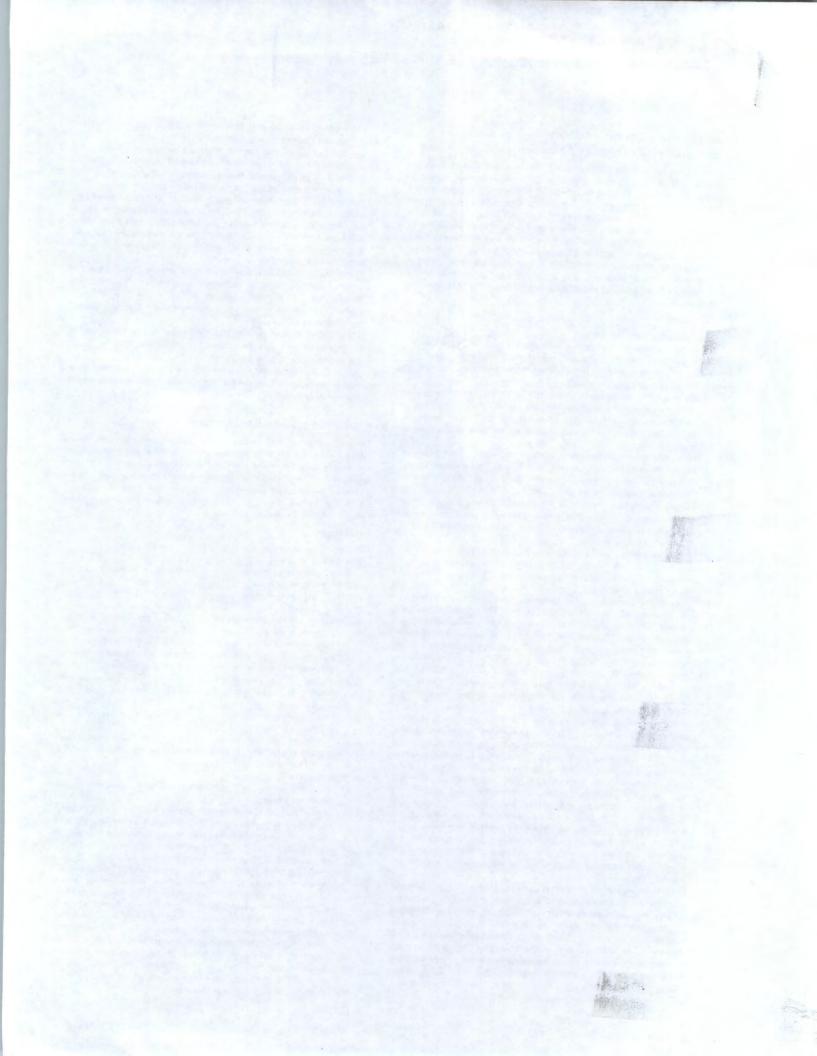
### Exclusions

This insurance does not apply

- ta. to bodily injury
  - arising out of the awaership, maintenance, operation, use, loading or unloading of
    - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any per son in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile or not owned by or rented or loaned to any insured;

- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any preparation or organized racing, speed or demonstration contest or in any stanting activity or in practice or preparation for any such contest or activity.
- (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
  - (1) included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;
  - (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured in such an owner or lessor.
  - (4) included within the war hazard;



### (c) to bodily injury

- to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law,
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### 3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- (b) for Coverages A and B
  - (1) if the named insured is designated in the declarations as
    - (i) a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
    - (ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
  - (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (3) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (3) with respect to

- (A) bodily injury to any fellow employee or
- (B) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not assignated in this policy as a named insured.

### 4. LIMITS OF LIABILITY

For the purpose of determining the limit of the company's hability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of **insureds** under this policy, the company's flability is fimited as follows:

ta) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodity injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided

- (1) with respect to amages included within the (i) completed operations hazard and the (ii) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;
- (2) with respect to all damages arising out of property damage (other than the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

### (b) Divided Limits Plan

### Coverage A -

The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury hability stated in the declarations as "aggregate."

#### Coverage B -

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or ronted to the named incured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident, but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

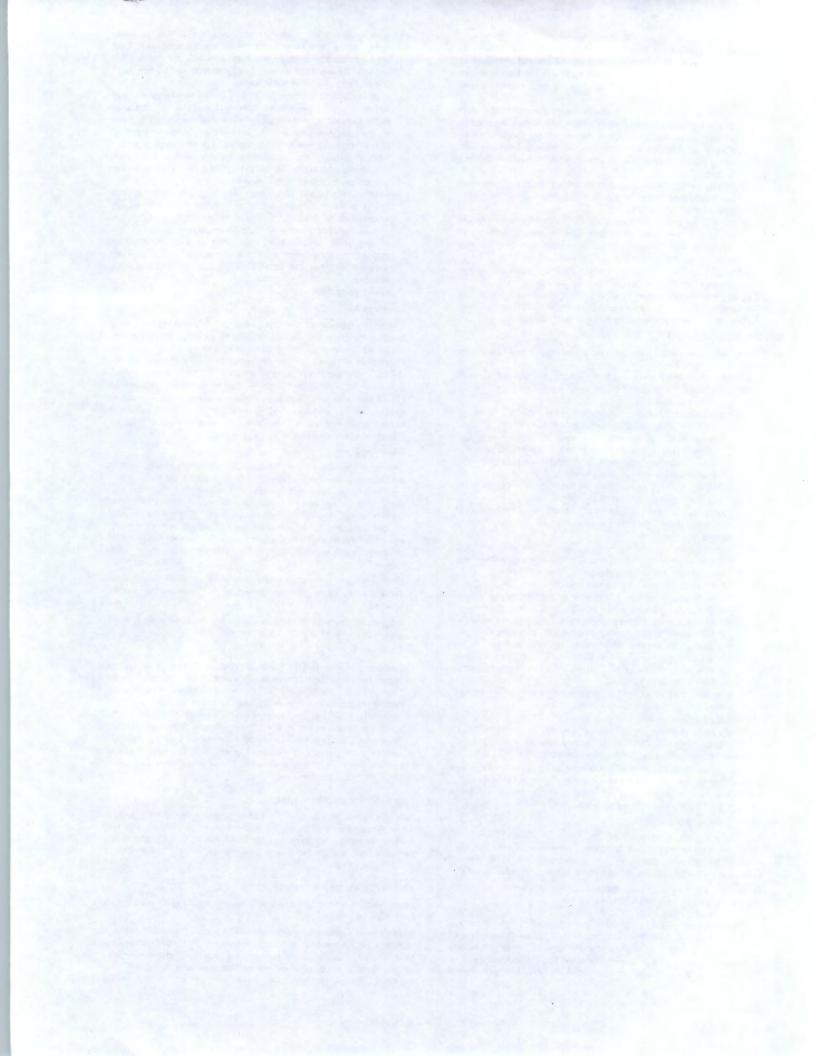
### 5. TERRITORIAL APPLICATION

This insurance applies only to bodily injury or property damage which occurs (all for Coverages Aland B, during the policy period within the policy territory; (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

### 6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named



insured will be done in a workmanlike manner;

"insured premises" for Coverage E, means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for **bodily injury** flability under this policy, and includes the ways immediately adjoining on land;

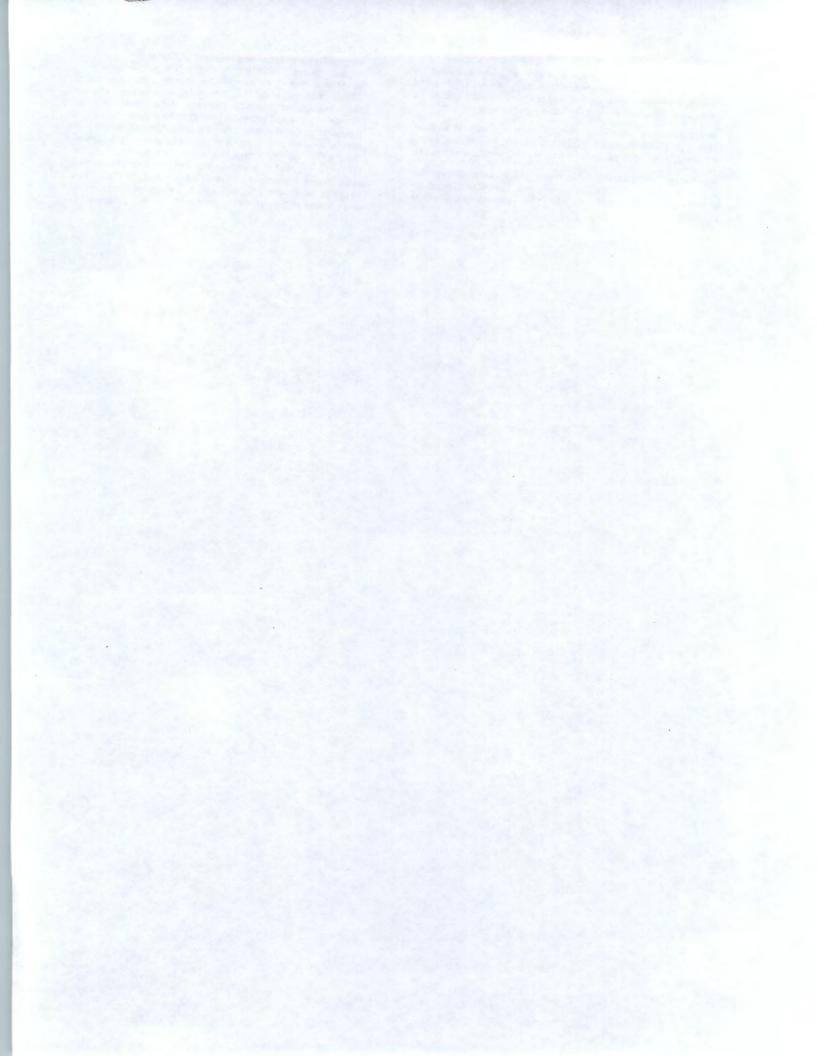
"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing.

### 7. ADDITIONAL CONDITIONS

### (a) Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amoung payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.





# POLICY CONDITIONS AND DEFINITIONS

### GENERAL CONDITIONS

The following Conditions apply except as otherwise indicated Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

- 1 Premium. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
  - If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.
  - If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the company prior to each anniversary date, if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the company.
- 2 Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.
- 3 Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Detsery of such written notice either by the named insured or by the company shall be equivalent to maining

If the named insured cancels, the company shall second demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the company cancels, earned premium shall be computed pro-rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Decumation shall be sufficient notice to effect cancellation of the pole.

- 4 Concealment or Fraud. This policy is yould it any insured has intentionally concealed or misrepresented any material factor circumstance relating to this insurance.
- 6 Assignment. Assignment of interest under this policy stable not bind the company until its consent is endorsed time in However, if the named insured shall die, this essurance shall apply.
  - (a) to the named insured's legal representative as the named insured, but only write a ting within the legal of the fotiers is paint, or
  - (b) to the person having temporary cost of control except, if the named insured but only until the importanent and qualification of the legal representative.

### b Subrogation.

- (a) In the event of any payment under this policy, the company shall be subrogated to all the insured's realits of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do what ever else is necessary to secure alich halfs. The insured shall do nothing after loss to periodic 3 activitatios.
- th. The company shall not be board to have expensed the insured has impaired any right of recovery for less nowever it is agreed that the insured may

- (1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
- (2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- 7 Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions and within three years after the final termination of this policy as far as they relate to the subject matter of this insurance.

- 8 **Liberalization Clause.** In the event any filing is submitted to the insurance supervisory authorities on behalf of the company, and
  - (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and
  - (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium.

the benefit of such extended or broadened insurance shall mure to the benefit of the **insured** as though the encorsement or substitution of form has been made.

- Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage part or endorsement of this policy insures the same loss damage or claim, the company shall not be loade for more than the actual less or damage contained by the insured.
- 10. Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by erelative ment assued to form a part of this policy.

### DEFINITIONS APPLICABLE TO SECTION II

We are in the process of making our policies easier to read Bordaise there are so many different forms we cannot rewrite them all at one time. For a time their where good in the policy (ver) and "your refer to the leasted marked integer in the Decide rations." We "Us" and "Our" offer to the dempary providing this insurance.

When used in this policy lincluding endorsements forming a part barech.

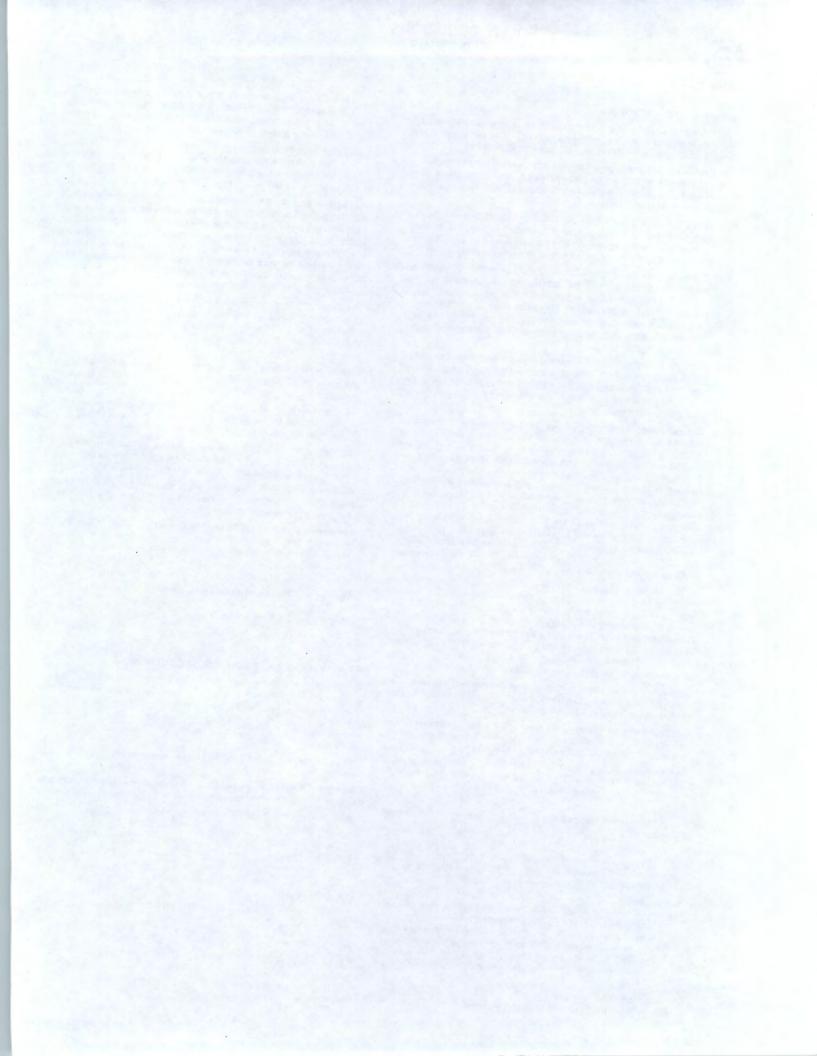
"Alcoholic Beverage Hazard" means bodily injury or property damage for which the insured or techniques only, be not fourth.

- (a) as a person or larger daries engaged in the position of such stack and described to all map a very engage of 1. Telephone in a contract of the contract
- stead to discovering prediction of the control of predictions of the control of t

by teason of the terring serving or grying of any ill will be terrinate.

- che in vintation of any statote or terance or regulation.
- (2) to a minur
- (3) to a person under the interest of a complete
- (4) Which causes on cardidates to the autoric grant it by person

but parts (2): (3) and (4) of this exclusion and our apply with reduced to based, of the **insured** of the resolution of progression are resolutionally as the language testible for the language.



"automobile" means a land motor vet railer or semitrailer designed for travel on public roads (i, cliquing any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include mobile equipment;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the insured under any contract or agreement except an incidental contract; but this definition does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting thereform:

"Broad Form Property Damage Hazard" means property damage to

- (a) property used by the insured, or
- (b) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured.

"Collapse Hazard" includes "structural property damage" as defined herein and property damage to any other property at any time icsulting therefrom "Structural property damage" means the collapse of or structural injury to any building or structure due to

- (a) grading of land excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work, or
- (b) moving, shoring, underpinning, raising or demolition of any bolding or structure or removal or rebuilding of any structural support thereof.

The collapse hazard does not include property damage

- arising out of operations performed for the named insured by independent contractors; or
- (b) included within the completed operations hazard or the underground property damage hazard; or
- (c) for which hability is assumed by the insured under an incidental contract:

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty inade at any time with respect thereto, but only if the bodily injury or property damage out or violating such appendions have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials parts or equipment furnished in connection therewith. Operations shall be deemed completed at the address of the following times.

- (a) when all operations to be performed by or on behalt of two named insured under the contract have been completed.
- (ii) when all operations to be performed by or on behalf of the named insured at the site of the operations for operation.
- (c) when the portion of the wick out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or injuntenance work, or correction, repair or replacement because of any defect or defections, but which are otherwise complete shall be deemed completed.

The completed operations hazard of each est and sole bodily injury or property damage around soil of

- (a) operations in conn, with the transportation of property, unless the bodily in, , Tir property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks,

"Explosion Hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage

- arising out of the explosion of air or stream vossets, prining under pressure, prime movers, machinery or power transmitting equipment; or
- (b) arising out of operations performed for the named insured by independent contractors; or
- (c) included within the completed operations hazard or the underground property damage hazard; or
- (d) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad. (c) undertaking to indemnify a municipality required by nearly-stall ordinance except in connection with work for the municipality. (d) identack agreement, or (c) elevator maintenance agreement.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or seit is brought except with respect to the limits of the company's nability.

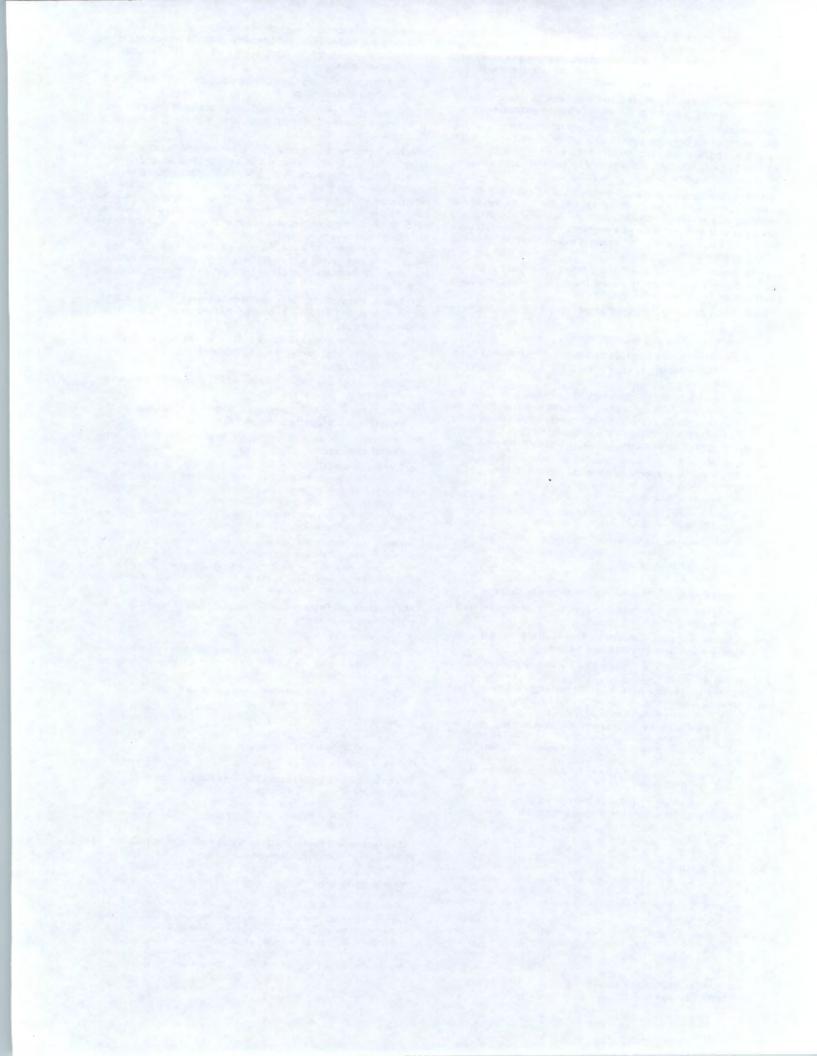
"Malpractice and Professional Services Hazard (Form A)" means bodily injury or property damage due to

- (a) the rendering of or failure to render
  - medical surgical dental, X-ray or outsing service or treatment, or the turnishing of food or treverages in connection therewith;
  - (2) any service or treatment conductive to health or of a professional nature, or
  - (3) any cosmetic or tonsorial service or treatment
- the transhing or dispersing of figure a need as demator surgical supplies or appliances or
- its), the handling of or performing of autophics on dead todos.

"Malpractice and Professional Services Hazard (Form B)" are and bodily injury or property damage dearles the adaptement of a factor to remide any contents out precing to heading any contents out options for appearing the abservices of the attents.

"Malpractice and Professional Services Hazard (Form C)" to according injury in property damage declarate or a term, and the service to reinfer any professional service.

"mobile equipment" means a land which (increding any machinery or apparatus attached therefor whether or not well-probelled (a) not subject to motor vehicle registratives or (b) maintained for the exclusively on between whole to its record to the named insured, including the ways amortistics, adjusting or (b) designed for the principally off public roads or state-subject or maintained for the sole purpose of affording metality to equipment of the following types forming an interpolation part of in permanents. The first tend to some venture income former its and the first in-permanents and deliver indicates the first in-permanents.



transit type), graders, scrap gol fand other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"named insured" means the person or organization named in Item 1, of the declarations of this policy:

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"occurrence" means an event including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means anywhere in the world, provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others:

"property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period:

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

"Underground Property Damage Hazard" includes underground propertry damage as defined herein and property damage to any other property at any time resulting therefrom "Underground property damage" means property damage to where considerable pipes, mains, sewers, tanks tunnels any similar property, and any apparatus in connection therewith, beneats the surface of the ground or water, caused by and occurring suring the use of mechanical equipment for the purpose of grading land, paving, exclavating, drilling, borrowing, filling, back filling or pile driving.

The underground property damage hazard does not include property damage.

- ausing out of operations performed for the named insured by independent contractors, or
- the included within the completed operations hazard; or
- I be write habitity in assumed by the insured online an incidental contract;

### CONDITIONS APPLICABLE TO SECTION II

- 3 Supplementary Payments. The company will pay in addition to the applicable limit of liability.
  - (a) all expenses arounced by the countrie, all costs taked a parent the insured in any antidefended by the company and all interest on the entire amount of any aid mean thereon who may care. The entry of the composition of bed on the company but part of the mean to be a selected countries of the partnership there is a contribute of the company's labelity there is
  - the premiums on appeal foods required main, each but, premiums on bonds to release attachments or any taken and for an amount not in excess of the apple able from at about, of this policy but the company shall have readiquated to apply for a furnish any sales policies.
  - the expenses incurred by the **insured** for first and to other, at the time of an accedent for **bodily injury** to where the process applies.
  - 3) to reservable expenses are aread by the insured at the company of the more details.

tion c error, any claim or suit, including actual loss of earth gs not 12 exceed \$25 per day

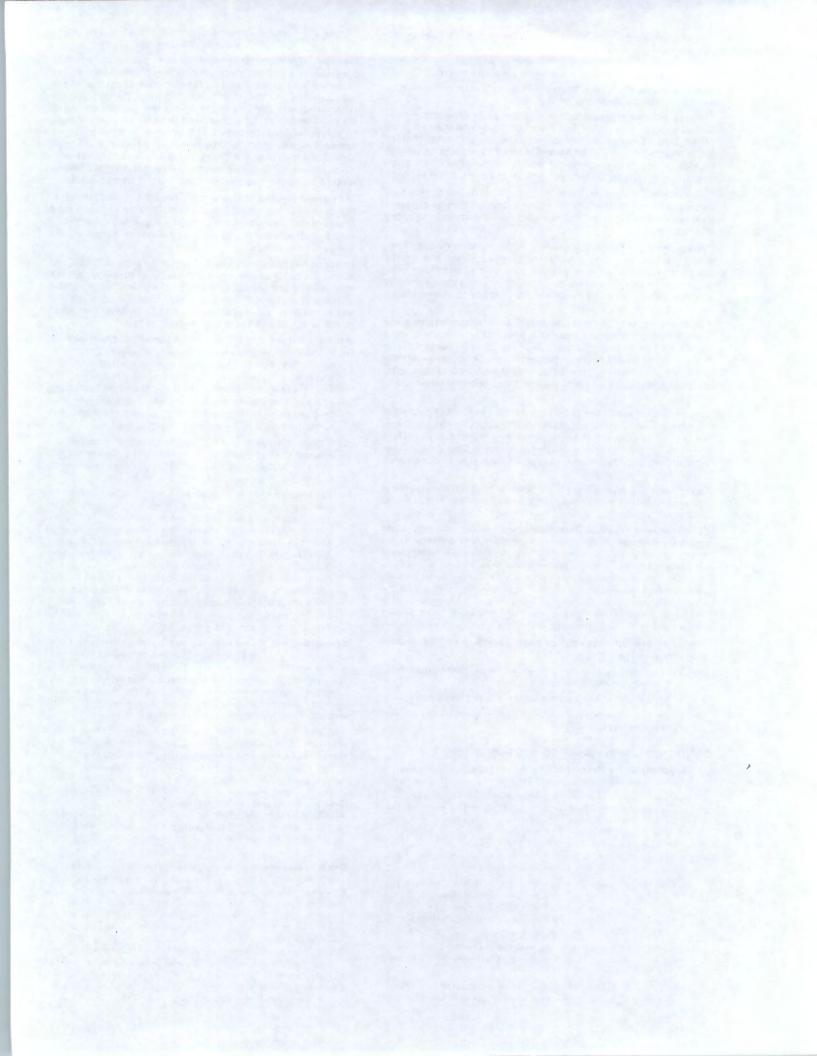
2. Premium. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the cloe of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- 3. Financial Responsibility Laws. Such insurance as is afforced by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.
- 4 Insured's Duties in the Event of Occurrence, Claim or Suit.
  - (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
  - (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
  - (c) The insured shall cooperate with the company and upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury, or damage with respect to which insurance is although uniformly policy, and the insured shall offers the arright of this policy, and the insured shall offers and assist in securing and diving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment assume any obligation or incur any expense offer than for first aid to others at the time of the accordent.
- 5 Action Against Company. No action shall be against the company unless, as a condition precedent thereigh there shall have been full compliance with all of the terms of this policy nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment actionst the insured after actual trial or by written agreement of the insured, the clamant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shart thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or or parazation shall have any right under this policy to per the company as a party in any arthurn adment the insured to determine the insured's battant, their start the externity to impleaded by the insured or not legal representative. But a table was relatively on the insured or of the insured's extended to the insured's extended or of the insured's extended to the insured or of the insured's extended to the insured or of the insured or of the insured.

Other Insurance. If another tide to the loss, there is any visid and collectible insurance, whether on a primary excess or confingent basis anadable to the insured to the original or excess or carried, there shall be no insurance all hold because to a respects such loss except that if the applicable brief of habitity of the policy is a respect of the applicable limit to tability provided by the other insurance, this policy distrability provided by the other insurance, this policy distrability provided by the other insurance of the policy distraction amount sufficient to afford the insured a perspection of liability equal to the applicable from the liability equal to the applicable from the liability equal to the applicable from the liability afforded by this policy insurance under this policy distract personance to be concurrent or contributing with any other insurance.



which is available to the insured.

- 7 Arbitration. The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.
- 8 Annual Aggregate. If this policy is issued for a period in excess of one year, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.
- 9 Nuclear Exclusion.

This policy does not apply.

- (a) Under any Liability Coverage, to bodily injury or property damage
  - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to damage resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- (c) Under any Liability Coverage, to damage resulting from the hazardous properties of nuclear material, if
  - the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom.
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the damage arises out of the furnishing by an insured of services, materials, parts or equipment in connec-

tion with the  $\mu$  -ring, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat

As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties:

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof

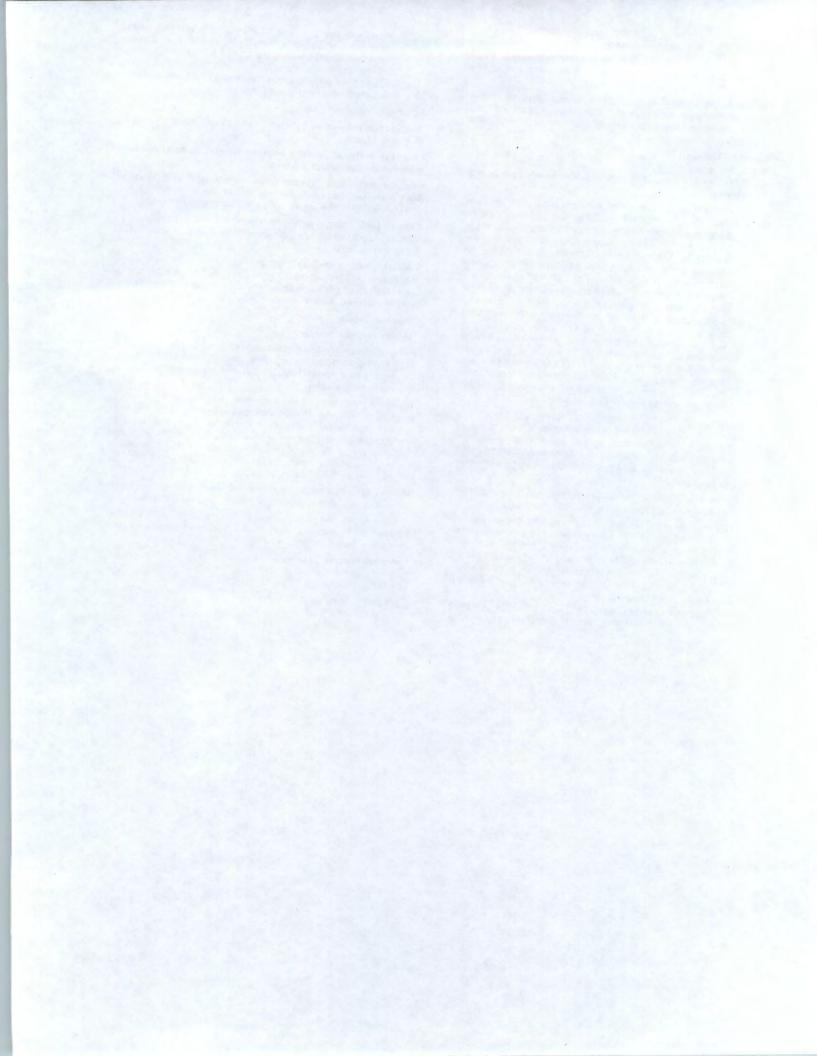
"nuclear facility" means

- (a) any nuclear reactor,
- (h) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all precises used for such operations.

"nuclear reactor" means any apparator, despite of a cert to sustain nuclear fission in a self-supporting chairs maction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property



# C-GL-21-201 04/80



POLLUTION ENDORSEMENT

This endorsement afters the provisions for

BLANKET LIABILITY INSURANCE — COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE — COVERAGES A AND B
SPECIAL MULTI-PERIL LIABILITY INSURANCE

Effective 6/9/80 **EXCEPT** 

This insurance does not apply to Bodily Injury" or Property Damage caused by or resulting from the discharge or escape of matter into or on

- (a) water, or
- (b) arr. or
- ich real property or

(d) personal property

This exclusion applies to any such discharge that occurs before or during the policy period.

stituted for "Bodily Injury."

This insurance will apply to a discharge that is

- (a) sudden, and (b) unexpected and
- (c) unknowingly caused, and (d) unintentional, and
- (e) occurs during the policy period

ALASKA GEORGIA (6/30/80) HAWAII KANSAS (6/15/80) MAINE

MARYLAND (6/27/80)

MICHIGAN (9/15/80)

MONTANA (9/22/80)

**NEW HAMPSHIRE** 

NEW JERSEY (11/15/80)

RHODE ISLAND

SOUTH CAROLINA (6/12/80)

**TEXAS** 

VERMONT

WEST VIRGINIA (7/03/80) WISCONSIN (8/01/80)

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY W

'In the event this form is attached to a Commerc

NS URED				FULL TERMS	A DOTTONAL PREMIUM
FADORSEMENT FFF ECTIVE	in the hour of der stated in the postys	13	şa.	1 .	
POLICY					
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AUTHORIZED REPRESENTATIVE

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### SECTION II -LIABILITY

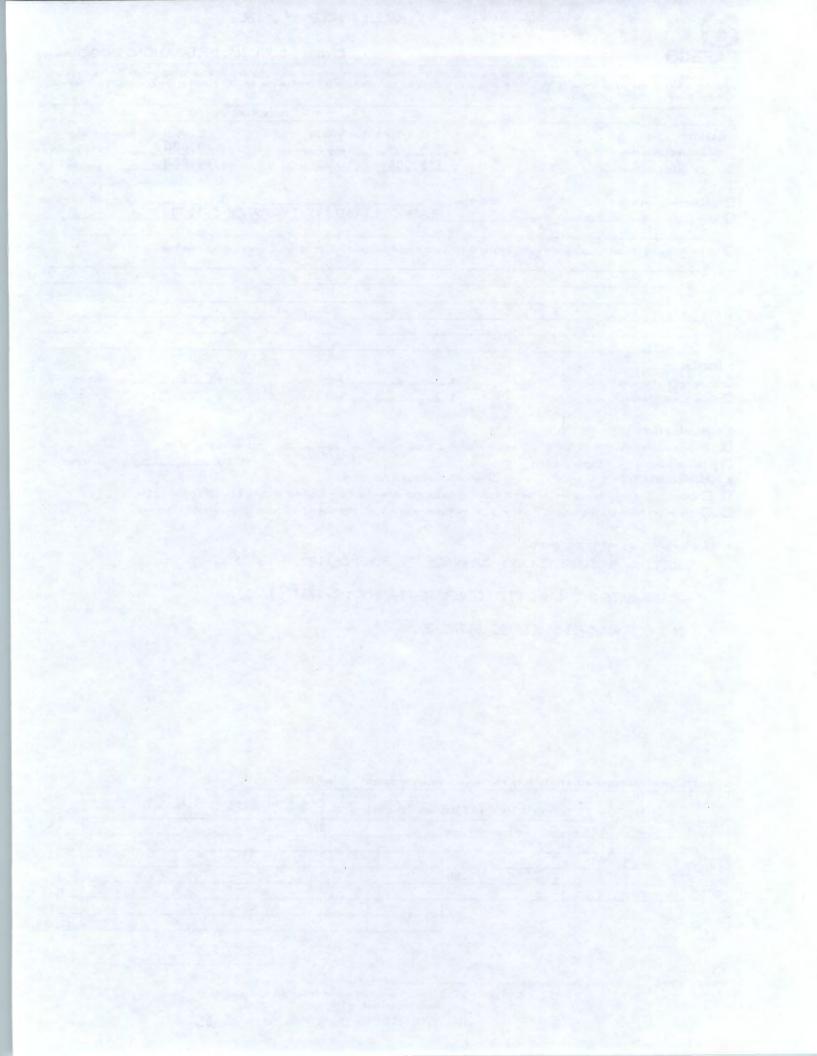
MARSH & MCLET & THC.

### REVISE - DITIONAL DECLARATIONS ENDORSEMENT

This endorsement modifies insurance provided by the policy identified below and will replace any additional declarations issued before. No insurance is provided for any coverage unless a specific limit of the company's liability for such coverage is shown below. An "X" placed in the box beside any item belowindicates a change made in the policy.

Coverage		Limits of Liability									
. LIABILITY	Со	verage A	- Bodily In	njury			Property Damas				
(a) Divided Limits Plan				h occurrence		100,000.					
Other Than Automobile	\$ <u>300</u>	.000.	agg	regate	\$	100,000.	aggrego				
(b) Combined Limits Plan	Coverages				\$		each occ				
(c) The Liability Form attached hereto is entitled:	BLAI	WET L	IABIL	ity ins	URANCE	C-1138					
(d) The following "hazards" as defined by the fo	orm entitled "Condit	ions Appl	icable Onl	y to Section 1	l" are exclud	ed therefrom:					
<u> </u>											
MEDICAL				t.							
Coverage E - Premises				h person							
Coverage M · Persanal	\$		eac	h person	\$		eoch acc				
PERSONAL INJURY											
$oldsymbol{x}$ Including an offense within the following group:	s of offenses				_Insured's p	articipation					
Exclusion C Deleted Yes No		,	Coverage	Р	\$		oggrego				
PERSONAL LIABILITY	■ Indicotes covero	ige is app	licoble.								
Coverage L - Personal Liability - The limit of I	liability is the same	as shown	for A and	B but not les	s than \$25 0	00 Combined Lin	nits.				
Coverage N - Physical Damage to Property	<ul> <li>\$250 each occurre</li> </ul>	nce is app	olicoble ur	iless the box	tor \$500 cav	verage is checked	١.				
. DX Any explanation and/or other change:					tor \$500 cav	verage is checked					
	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
DELETING PERSUMAL INJURY	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
DELETING PERSUNAL INJURY ADDING EXTERDED LIABILIT	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
. DX Any explonation and/or other change:  DELETING PERSCHAL INJURY  ADDING EXTERDED LIABILIT	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
DELETING PERSUNAL INJURY ADDING EXTERDED LIABILIT	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
ADDING EXTERDED LIABILIT	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
DELETING PERSUNAL INJURY ADDING EXTERDED LIABILIT	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
DELETING PERSUMAL INJURY  ADDING EXTENDED LIABILIT  ADDING FORM C-2604 (1/73	COVERAGE P	ER FO	સન C-1	142.		verage is checked					
DELETING PERSUNAL INJURY  ADDING EXTENDED LIABILIT  ADDING FORM C-2604 (1/73	COVERAGE P Y COVERAGE D) ATTACHED.	ER FO	RM C-1	142.		verage is checked					
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DELETING PERSUNAL INJURY  ADDING EXTENDED LIABILIT  ADDING FORM C-2604 (1/73  OMPLETE THE FOLLOWING IF NOT ATTACHED TO PO  NSURED  LIABITON PLYWOOD ASSO	COVERAGE P Y COVERAGE  ATTACHED.	PER FI	ORM C-	142.	732). RETURN	NEW (FULL TERM)	ADDITIONAL				
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DELETING PERSUNAL INDURY  ADDING EXTENDED LIABILIT  ADDING FORM C-2504 (1/73  OMPLETE THE FOLLOWING IF NOT ATTACHED TO PO  INSURED  LINNTON PLYWOOD ASSO  PRODORSEMENT  PROLICY  ADDING FORM C-2504 (1/73  INSURED  LINNTON PLYWOOD ASSO  PROLICY  ADDING PERSUNAL IN THE NOUT of day state  POLICY  ADDING PERSUNAL IN THE NOUT of day state  POLICY  ADDING PERSUNAL INSURED  ADDING EXTENDED  ADDING PERSUNAL INSURED  ADDING EXTENDED  ADDING PORT ADDING IN TYMING 1  ADDING PERSUNAL INSURED  ADDING PORT ADDING PERSUNAL INSURED  ADDING PERSUNAL INS	COVERAGE P Y COVERAGE  ATTACHED.	PER FI	ORM C-	142.	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM				
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DELETING PERSUNAL INDURY  ADDING EXTENDED LIABILIT  ADDING FORM C-2604 (1/73  ADDING FORM C-2604 (1/73  LININTON PLYWOOD ASSO ENDORSEMENT POLICY POLICY EXP DATE  4-23-35 ENDORSEMENT NUMBER  CP 646035-A  TYPING 1  TYPING 1  TOTAL  TOT	COVERAGE P Y COVERAGE  ATTACHED.  DLICY WHEN POLICY  COLATION AGE  TO THE POLICY	PER FI	DRM C-	142. 1731 (3	RETURN PREMIUM	NEW (FULL TERM) PREMIUM  6	ADDITIONAL PREMIUM				

ATTENTION POLICY SERVICE. Attach premium worksheet for coding if required. Icontinued on reverse side?





### ON II - LIABILITY

C INSURANCE COMPANY OF AMERICA
RAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

ADDITIONAL DECLARATIONS				Policy No. CF	646638-A
This schedule is attoched to, and forms a part of ti Limits of Liability.					
No insurance is provided for any coverage unless	a specific limit	of the company's	liability for such coverd	ge is shown below	۲.
		Limits of Liabi	ility		
		FIRTHS OF FIOD	ш		
LIABILITY -		Coverage A -	Bodily Injury		ge B - Property Domoge
(a) Divided Limits Plan	\$ _		leach occurrence		each occurrence
Other Than Auto	\$	300,000.	dggregote	s 100,0	000. aggregate
(b) Combined Limits Plan	Caverages_		<u>į</u>	\$	each occurrence
(c) Coverage Forms	DA ALHEEM		71.00		
The Liability Form attached hereto is entitled: _	BLANKET	LIABILITY	INSURANCE C-	1138	
(d) Hazards Excluded					
The following "hazards" as defined by the for	rm entitled "Polis	cy Conditions and	Definitions" are exclud	led therefrom:	
					77-
			10000		
MEDICAL					
Coverage E Premises	\$		each person	\$	each accident
Coverage M - Personal			eoch person		each accident
		-		. 300.1	000 sparegate
PERSONAL INJURY including an offense within the following group:	1 -:1-	Savero A_R⊸		red s porticipation	MIT spacedule
Exclusion C Deleted	on ottenses		insu	reals participation	
PERSONAL LIABILITY Y indicates		heable			
			or A and P has not loss	than \$25,000 Car	nhuneo Limits
Coverage E - Personal Liability - The limit  Coverage IV - Physical Damage to Proper	ty \$250 each o	scurrence is appli	cable unless the box fo	non eze uda Cor \$500 coverage is	checked \$500
		,		-	
		continued on taus	ITSE SIME		2:1:0:14

UNDERWRITING DAILY

onsideration of the premium shown below, it is ac /8 s policy is changed as follows: MARSH & A INC. 3-170

SECTIONS

FOLLOWING FORMS ARE ADDED TO AND MADE A PART OF THE POLICY: IL0915(1/83)

TION II - LIABILITY

FOLLOWING FORMS ARE ADDED TO AND MADE A PART OF THE POLICY: ' 21200(3/80), CGL21201(7/82)

FOLLOWING FORMS ARE HEREBY DELETED FROM THE POLICY: .21200(10/79), C1599(1/72)

OVERAGE LOC	LOC.	BLDG.	LIMITS OF LIABILITY				CO.	OLD	NEW	ANNU.	AL 3 YEAR	PREMIUM	UNEARNED		ADDITIONAL PREMIUM
	NO.		NO.	PREVIOUS LIMIT		NEW LIMIT	INS.	RATE	RATE	OLD PREMIUM NEW PREMIUM		DIFFERENCE	SR/PR FACTOR		RETURN PREMIUM
			\$	\$						\$	\$	\$		\$	
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					TC	TAL	SECTIO	ON I CH	ANGE	8	\$	\$			
C	COVE	RAGE	- AMOUNT - CLASS	CO	)F					- ANNU					
							RATE	EXP	OSURE		NEW PREMIUM	DIFFERENCE	UNEARNED SR/PR FACTOR		PREMIUM [
							KATE	EXP	OSURE		T	DIFFERENCE \$	FACTOR	\$	PREMIUM
							KATE	EXP	OSURE	OLD PREMIUM	NEW PREMIUM		FACTOR	-	RETURN PREMIUM
							KATE	EXP	OSURE	OLD PREMIUM	NEW PREMIUM		FACTOR	-	RETURN PREMIUM
							KATE	EXP	OSURE	OLD PREMIUM	NEW PREMIUM		FACTOR	-	RETURN PREMILIM
							KATE	EXP	OSURE	OLD PREMIUM	NEW PREMIUM		FACTOR	-	RETURN PREMIUM
							KATE	EXP	OSURE	OLD PREMIUM	NEW PREMIUM		FACTOR	-	RETURN PREMIUM
							KATE	EXP	OSURE	OLD PREMIUM	NEW PREMIUM		FACTOR	-	RETURN PREMIUM
							KATE	EXP	OSURE	OLD PREMIUM	NEW PREMIUM		FACTOR	-	RETURN PREMIUM
										OLD PREMIUM \$	NEW PREMIUM \$	\$	FACTOR	\$	RETURN PREMIUM
				TOTA	L CHAI		THIS EI	NDORSE ENT PRE	MENT	OLD PREMIUM \$	NEW PREMIUM		FACTOR	-	RETURN PREMIUM

AUTHORIZED REPRESENTATIVE

## EMPLOYEE BENEFITS LIABILITY (COVERAGE SUPPLEMENT)

١.	ADDITIONAL DECLARATIONS	509 0°D			509000	
	(a) Limit of Liability:	s _300,000.	Each Claim	\$_	<del>300,00</del> 0.	_Aggregate Per Policy Year
	(b) Deductible Amount:	\$_1,000.00				
	(c) Premium Computation:					
	Estimated No. of Em	ployees	Rate (Per Employe	e)	Estim	ated Premium
	203		.054 . C	13	Basic Charge	sINCL.
						\$
			221		Total	s INCL.
	(d) Minimum Premium:	\$ 146.	160.17			

### 2. INSURING AGREEMENTS

### (a) Coverage

The company will pay on behalf of the insured, all sums which the insured shall become legally obligated to pay as a result of damages sustained by an employee, prospective employee, former employee or the beneficiaries or legal representatives thereof, caused by any negligent act or omission of the insured, or any other person for whose acts the insured is legally liable in the administration of the insured's Employee Benefit Programs.

### (b) Deductible

The deductible amount stated in the Additional Declarations shall be deducted from the amount of all claims arising out of the same negligent act or omission and the company shall be liable for loss only in excess of that amount.

However in event of any claim, irrespective of the amount, notice thereof shall be given by or on behalf of the insured to the company, in accordance with the terms of this insurance and the company may at its option, investigate, negotiate or settle such claim. If claim is paid by the company, the insured agrees to reimburse the company for the deductible amount advanced by it.

### (c) Defense, Settlement, Supplementary Payments

The company will pay, in addition to the applicable limit of liability:

- (1) all expenses incurred by the company, all cost taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (3) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

### (d) Exclusions

This Insurance Does Not Apply:

- (1) To any dishonest, fraudulent, criminal or malicious act; libel; slander; discrimination or humiliation;
- (2) To bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- (3) To any claim for failure of performance of contract by any insurer;
- (4) To any claim based upon failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability benefits.
- (5) To any claim based upon:
  - (i) failure of Investment securities to perform as represented by an insured;
  - (ii) advice given by an insured to an employee concerning participation in stock subscription plans;
  - (iii) fiduciary liability imposed by the Employee Retirement Income Security Act of 1974.

### 3. DEFINITIONS

- (a) "Insured" The unqualified word "insured," wherever used, includes not only the named insured, but also any partner, officer, director, or stockholder, or any employee who is authorized to act in the administration of the insured's Employee Benefit Programs.
- (b) "Employee Benefit Programs" The term "Employee Benefit Programs" shall mean group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.
- (c) "Administration" The unqualified word "administration," wherever used, shall mean:
  - (1) Giving counsel to employees with respect to the Employee Benefit Programs;
  - (2) Interpreting the Employee Benefit Programs;
  - (3) Handling of records in connection with the Employee Benefit Programs;
  - (4) Effecting enrollment, termination or cancellation of employees under the Employee Benefit Programs; provided all such acts are authorized by the named insured.
- (d) "Employee" The unqualified word "employee" includes employees, former employees, retired employees, directors and former directors of the named insured, and their heirs, legatees and legal representatives.

C-1615 R1 1/75 PRINTED IN U.S.A.

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This endorsement alters the provisions for:

BLANKET LIABILITY INSURANCE—COVERAGES A & B COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

### It is agreed that:

- 1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
- 2. The deductible amounts stated in the schedule apply as follows:
  - (a) PER CLAIM BASIS If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
  - (b) PER OCCURRENCE BASIS If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
- 3. The terms of the policy, including those with respect to (a) the company s rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.

4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured snall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

DULE
Amount and Basis of Deductible
\$ per claim
\$ per occurrence
\$ per claim
\$ per occurrence
(Enter here any limitations on the imitation is entered, the deductibles

### COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED					:	COVER-	CLASS OR CODE	UNEARNED SR/PR FACTOR	(FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT	4-23-84	iat the	nour of day	stated	in the policy)				s	s	s	s	
POLICY NUMBER	CP 646638	8-A									1		
POLICY EXP DATE			GSL ACCT NUMBER										
ENDORSEMENT NUMBER			TYPING DATE	14	-25-84	+							
SERVICE OFFICE													
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								T	TALS GROSS				

 ALITHORIZED	REPRESENTATIVE



# ADDITIONAL INSURED (EMPLOYEES)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

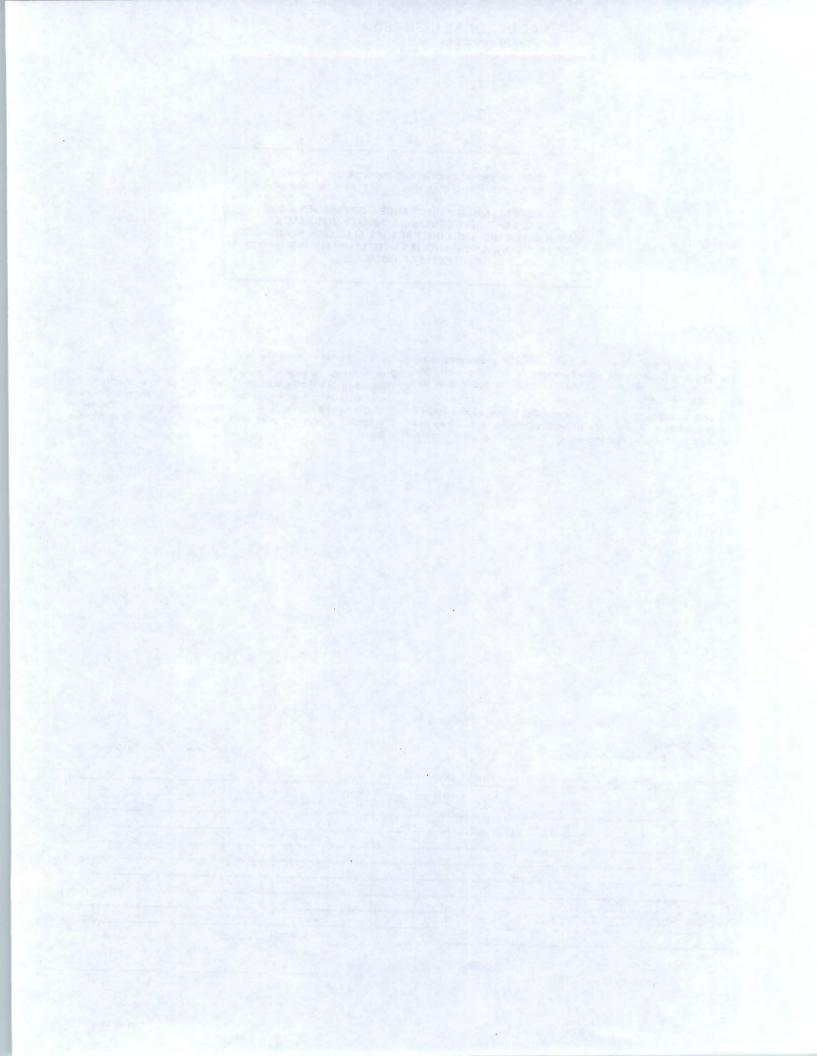
BLANKET LIABILITY INSURANCE — COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

This endorsement is executed by the company stated in the declarations ammerala W D HAMMERSLA SECRETARY COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED HEW FULL TERM PREMIUM OLD FULL TERMI PREMIUM ADDITIONAL PREMIUM PETURN INSURED EFFECTIVE POLICY OF ROND LUMBER distribution of the dialog of the proceed POLICY EXP DITE NUMBER DATE 2 CAFECO INSUFANCE COMPANY OF AMERICA 6 SENTRAL WISHRANCE COMPANY OF AMERICA FRIST NATIONAL HISHRANCE COMPANY MESONAL HOLD Policy in Build Lossed by the company designal of by install RESIDENT TICENSED AGENT





# PERSONAL INJURY LIABILITY INSURANCE

### 1. COVERAGE P-PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured,
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

### 2. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### 3. LIMITS OF LIABILITY: INSURED'S PARTICIPATION

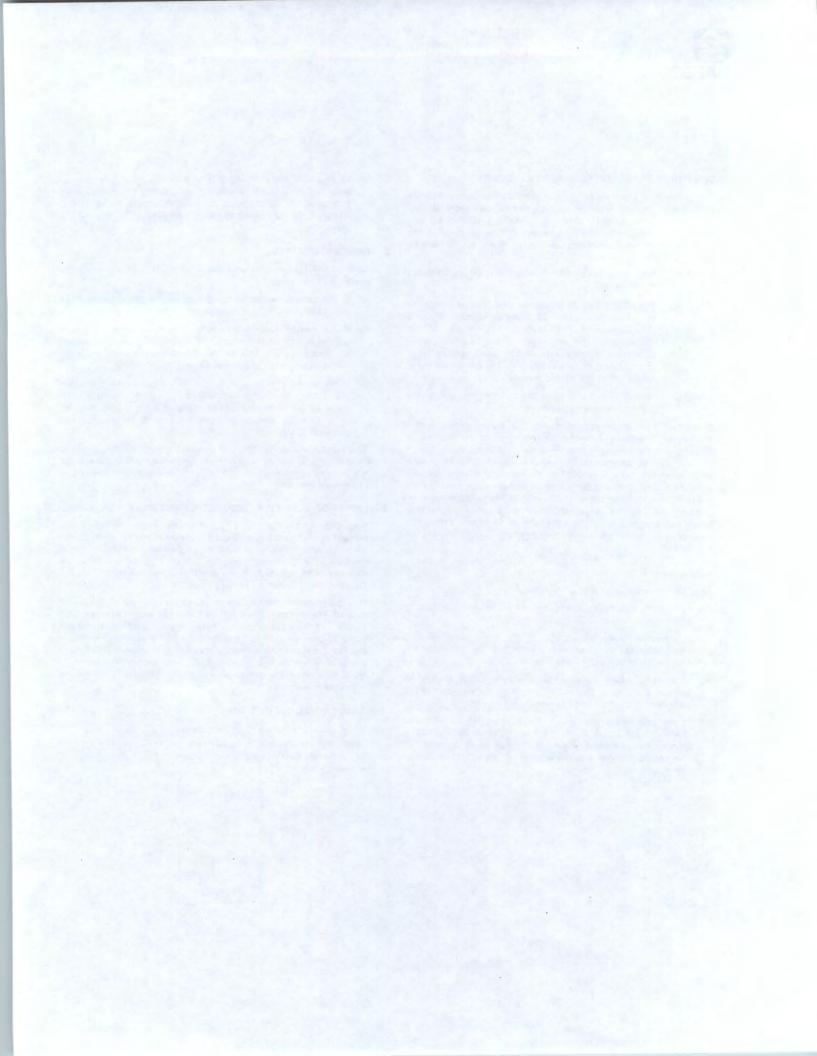
Regardless of the number of (a) insureds under this policy, (b) persons or organizations who sustain personal injury, or (c) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the declarations as "aggregate."

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

### 4. ADDITIONAL DEFINITION

When used in reference to this insurance.

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



POLICY: CP646638A

EFFECTIVE: 4/23/79-4/23/82

LIABILITY FORM: C-1138 4/78

CONDITIONS FORM: C-1652 8/78

POLLUTION EXCLUSION: C-1599 1/72



### )BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

COVERAGE A - BODILY INJURY - except Automobile
 COVERAGE B - PROPERTY DAMAGE ← except Automobile

The company will pay all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions

This insurance does not apply

- (a) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (b) to bodily injury or property damage included within the war hazard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under any contract;
- (e) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements), (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the insured; or (ii) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) with respect to the completed operations hazard and with respect to any classification stated in the company's manual as "including completed operations," to work performed by or on behalf of the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;
- (f) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (g) to bodily injury or property damage arising out of: (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; (2) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (h) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (i) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including:
  - the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
  - (2) supervisory, inspection or engineering services.
- (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any insured which are not connected with the business of any insured.

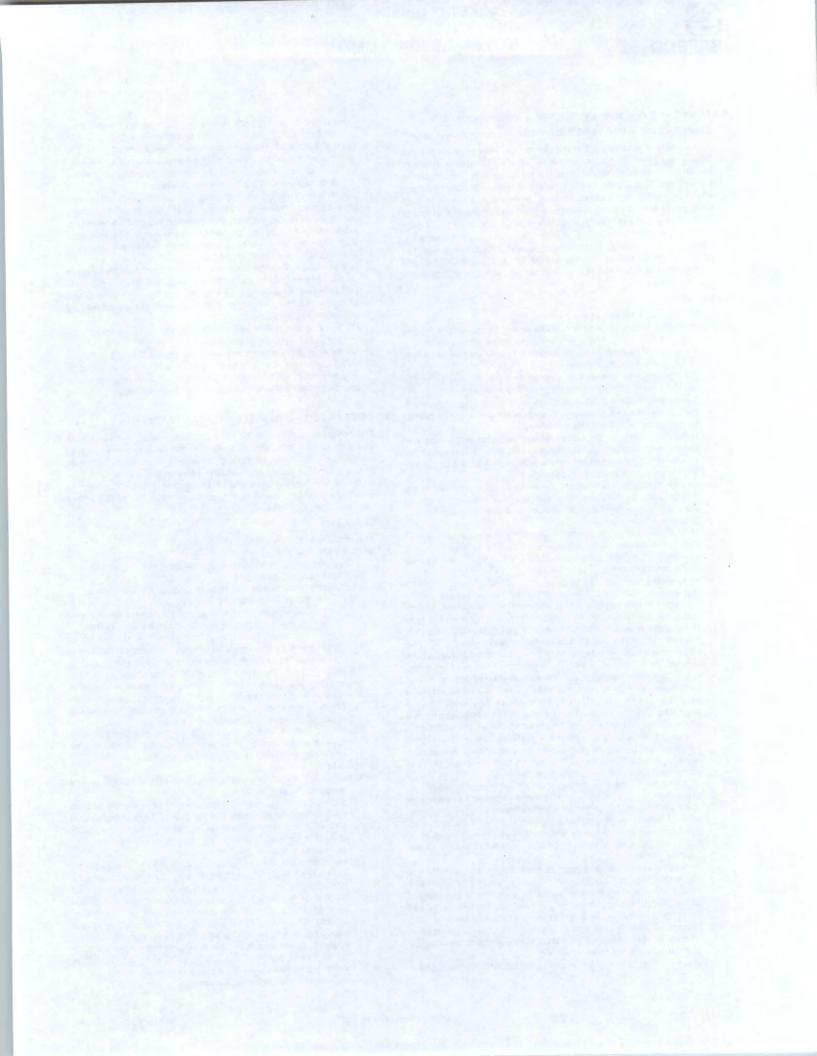
### 2. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy

### Exclusions

This insurance does not apply:

- (a) to bodily injury
  - arising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;
    - but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
  - (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
  - (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
  - (1) included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;
  - (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;
  - (4) included within the war hazard;



#### (c) to bodily injury

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith:
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### 3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- (b) for Coverages A and B
  - (1) if the named insured is designated in the declarations as
    - a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
    - (ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (3) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - an employee of the named insured while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to:

- (A) bodily injury to any fellow employee or
- (B) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### 4. LIMITS OF LIABILITY

For the purpose of determining the limit of the company's liability, all **bodity injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of insureds under this policy, the company's liability is limited as follows:

ia) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

- (1) with respect to \_\_\_\_amages included within the (i) completed operations hazard and the (ii) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;
- (2) with respect to all damages arising out of property damage (other than the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

#### (b) Divided Limits Plan

#### Coverage A -

The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

#### Coverage B -

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

#### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

#### 5. TERRITORIAL APPLICATION

This insurance applies only to bodily injury or property damage which occurs: (a) for Coverages A and B, during the policy period within the policy territory; (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

#### 6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named

insured will be done in a workmanlike manner;

"insured premises" for Coverage E, means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing.

#### 7. ADDITIONAL CONDITIONS

#### (a) Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amoung payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

# SAFECO

# POLICY CONDITIONS AND DEFINITIONS

#### GENERAL CONDITIONS

The following Conditions apply except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

- Premium. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
  - If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.
  - If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the company prior to each anniversary date, if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the company.
- Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated
- 3. Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy neriod. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, the company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declaration shall be sufficient notice to effect cancellation of this policy.

- 4 Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
- 5 Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply.
  - (a) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, or
  - (b) to the person having temporary custody of the propert, of the named insured but only until the appointment and qualification of the legal representative
- 5 Subrogation.
  - (a) In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
  - The company chall not be bound to bey any loss if the insured has impaired any right of recovery for loss however it is agreed that the insured may

- as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
- (2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- 7. Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- 8. Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the company, and:
  - (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception, and
  - (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium.

the benefit of such extended or broadened insurance shall inure to the benefit of the **insured** as though the endorsement or substitution of form has been made.

- 9 Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the company shall not be hable for more than the actual loss or damage sustained by the insured.
- 10 Waiver or Change of Provisions. The terms of this insurance shall not be waived changed or modified except by endorsement issued to form a part of this policy.

#### DEFINITIONS APPLICABLE TO SECTION II

We are in the process of making our policies easier to read. Because there are so many different forms we cannot rewrite them all at one time. For a time then, where used in this policy, "you" and "your" refer to the "named insured" shown in the Declarations. "We," "Us" and "Our" refer to the company providing this insurance.

When used in this policy (including endorsements forming a part hereof)

"Alcoholic Beverage Hazard" means bodily injury or property damage for which the insured or his indemnitee may be need hable

- (a) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or
- (b) if not so engaged as an owner or lessor of premices used for such purposes

by reason of the selling, serving or giving of any alcoholic beverage

- (1) in violation of any statute, ordinance or regulation.
- (2) to a millior.
- (3) to a person under the influence of alcohol, or
- (4) which causes or contributes to the intoxication of any person.

but parts (2), (3) and (4) of this exclusion do not apply with respect to Hability of the **insured** or his indomnitee as an owner or lessor described in (b) above

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"automobile" means a land motor vet ailer or semitrailer designed for travel on public roads (icou any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include mobile equipment;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the insured under any contract or agreement except an incidental contract; but this definition does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting thereform:

"Broad Form Property Damage Hazard" means property damage to

- (a) property used by the insured, or
- (b) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured.

"Collapse Hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to

- grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof

The collapse hazard does not include property damage

- (a) arising out of operations performed for the named insured by independent contractors; or
- (b) included within the completed operations hazard or the underground property damage hazard; or
- (c) for which liability is assumed by the insured under an inci-

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs after from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith Operations shall be deemed completed at the earliest of the following times.

- (a) when all operations to be performed by or or behalf of the named insured under the contract have been completed.
- (b) when all operations to be performed by or on behalf of the named insured at the site of the operations have been comcleted, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage assing out of

- (a) operations in conn. with the transportation of property, unless the **bodily inju** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks:

"Explosion Hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage

- (a) arising out of the explosion of air or stream vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- (b) arising out of operations performed for the named insured by independent contractors; or
- (c) included within the completed operations hazard or the underground property damage hazard; or
- (d) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (a) lease of premises. (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad. (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality. (d) sidetrack agreement, or (e) elevator maintenance agreement:

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

"Malpractice and Professional Services Hazard (Form A)" means bodily injury or property damage due to

- (a) the rendering of or failure to render
  - medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - (2) any service or treatment conductive to health or of a professional nature; or
  - (3) any cosmetic or tonsorial service or treatment:
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances, or
- (c) the handling of or performing of autopsies on dead bodies

"Malpractice and Professional Services Hazard (Form B)" means bodily injury or property damage due to the rendering of or failure to render any cosmetic, ear piercing, tonsorial, massage, prosuptherapy, chiropody, hearing aid optical or optometrical services or treatments.

"Malpractice and Professional Services Hazard (Form C)" means bodily injury or property damage due to the rendering of or failure to render any professional service.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration or (b) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining or (c) designed for use principally off public roads or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle power cranes, shovels, loaders diggers and drills, concrete mivers (other than the movin

transit type); graders, scrap roll and other road construction or repair equipment; air apressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"named insured" means the person or organization named in Item 1, of the declarations of this policy:

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property** damage neither expected nor intended from the standpoint of the insured:

"policy territory" means anywhere in the world, provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others."

"property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period:

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

"Underground Property Damage Hazard" includes underground propertry damage as defined herein and property damage to any other property at any time resulting therefrom "Underground property damage" means property damage to wires, conduits pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving

The underground property damage hazard does not include property damage

- arising out of operations performed for the named insured by independent contractors; or
- (b) included within the completed operations hazard; or
- (c) for which liability is assumed by the insured under an incidental contract;

#### CONDITIONS APPLICABLE TO SECTION II

- Supplementary Payments. The company will pay in addition to the applicable limit of liability.
  - (a) all expenses incorred by the company all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which across after entry of the judgment and before the company has bald of tendered or deposited in loan that pair of the judgment which does not exceed the limit of the company's hability thereon.
  - (c) premiums on appeal bonds required in any such suit premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable imit of liability of this policy, but the company shall have no obligation to apply for or furnish any such bonds.
  - (c) expenses incurred by the insured for first aid to others at the time of an accident for bodily injury to which this policy applies.
  - (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investiga-

tion c feet fany claim or suit, including actual loss of ear. Igs not to exceed \$25 per day.

2. Premium. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the cloe of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- 3. Financial Responsibility Laws. Such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.
- 4 Insured's Duties in the Event of Occurrence, Claim or Suit.
  - (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
  - (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
  - (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first, aid to others at the time of the accident.
- 5 Action Against Company. No action shall be against the company unless, as a condition precedent thereto there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party in any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations here-under.

Other Insurance. If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss, except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy insurance under this policy, shall not be construed to be concurrent or contributing with any other insurance.

which is available to the insured. .

- Arbitration. The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.
- 8. Annual Aggregate. If this policy is issued for a period in excess of one year, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.
- 9. Nuclear Exclusion.

This policy does not apply:

- (a) Under any Liability Coverage, to **bodily injury** or **property** damage
  - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to damage resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- (c) Under any Liability Coverage, to damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom:
  - (2) the nuclear material is contained in spent fuel orwaste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the damage arises out of the furnishing by an **insured** of services, materials, parts or equipment in connec-

tion with the ming, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:

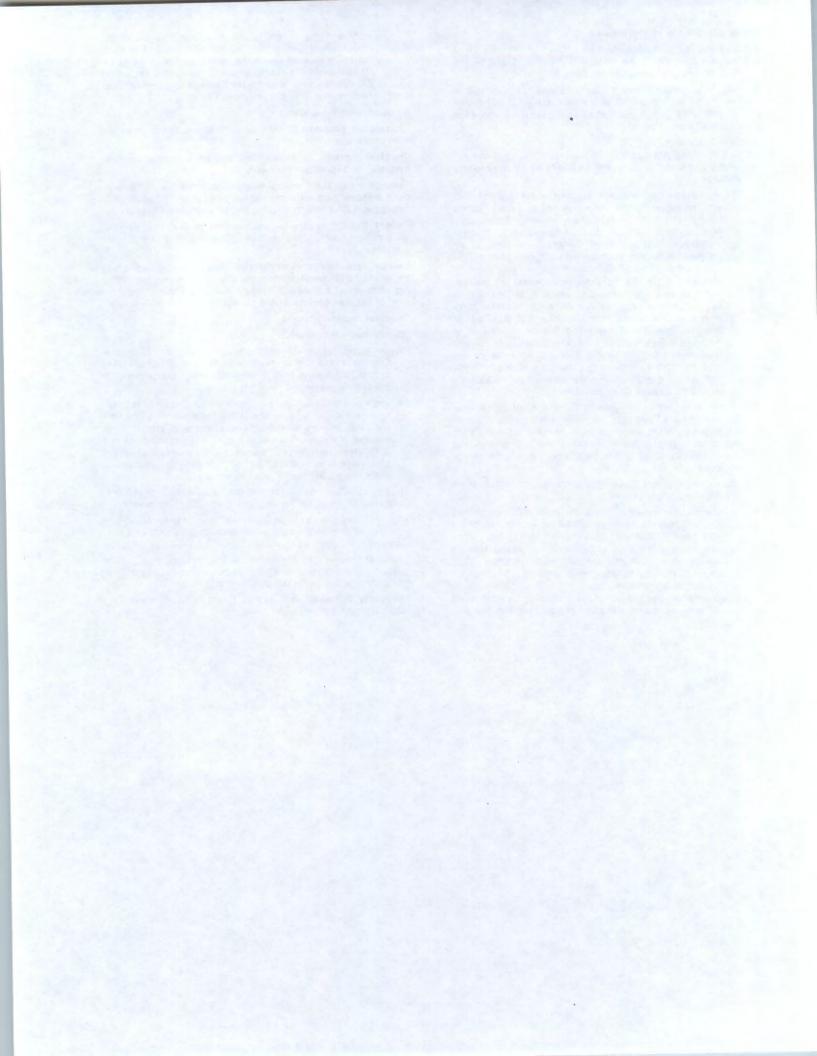
"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property





This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE - COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE - COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

#### POLLUTION EXCLUSION

It is agreed that the insurance does not apply to Bodily Injury\* or Property Damage caused by or resulting from the discharge of matter (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property; provided, however, that this endorsement shall not exclude insurance with respect to the discharge of matter, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

This endorsement is executed by the company stated in the declarations.

When used in this Endorsement:

- (a) "discharge of matter" means the emission of matter through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever;
- (b) "matter" means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

\*In the event this form is attached to a Commercial Top Notch Policy "Personal Injury" shall be substituted for "Bodily Injury."

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#### POSSIBON BOLTON

POLICY:

**EFFECTIVE:** 

CP646638

4/23/76-4/23/79

LIABILITY FORM:

CONDITIONS FORM:

POLLUTION EXCLUSION:

C-10 9/74

C-1652 5/74

C-1599 1/72

## BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

1. COVERAGE A - BODILY INJURY - except Automobile

COVERAGE B - PROPERTY DAMAGE - except Automobile

COVERAGE C - BODILY INJURY - Automobile

COVERAGE D - PROPERTY DAMAGE - Automobile

With respect to such of the foregoing coverages as have become effective under the provisions of the declarations page of this policy, the company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodly injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodly injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury or property damage included within the war hazard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:
- (c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to hability assumed by the insured under any contract;
- (d) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured, except damage to a rented residence or private garage caused by a private passenger automobile; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the insured, or (ii) out of which such injury or destruction arises, (5) to premises alienated by the named insured arising out of such premises or any part thereof. (6) to the named insured's products arising out of such products or any part of such products; (7) to work performed by or on behalf of the named insured arising out of the work or any portion thereof or out of materials, parts or equipment furnished in connection therewith.
- (e) to damages claimed for the withdrawal, inspection, repair, reclacement or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deliciency therein.
- (f) to bodily injury or property damage arising out of the ownership maintenance operation, use, loading of unloading of any mobile equipment white being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.
- (g) to loss of use of tangible property which has not been physically impired or destroyed resulting from
  - (i) a detay in or task of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

- (h) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including
  - the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services.
- (i) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any aircraft owned or operated by or rented or loaned to any insured, or (2) any other aircraft operated by any person in the course of his employment by any insured;
- (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any insured which are not connected with the business of any insured.

#### 2. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for **bodily injury** hability under this policy. **Exclusions** 

This insurance does not apply

- (a) to bodily injury
  - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
    - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity of in practice or precaration for any such contest or activity.
- (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
  - ii) included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural attenations at such premises which do not involve changing the size of or moving buildings or other structures.

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- (3) resulting from the setting, serving or giving of any accondiction beverage (i) in violation of any statute influence or regulation, (ii) to, a minor, (iii) to a person unde influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor:
- (4) included with the war hazard;

#### (c) to bodily injury

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury, arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant,
- (3) to any person white engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### 3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- (b) for Coverages A and B
  - (1) if the named insured is designated in the declarations as
    - (i) a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such.
    - (ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.
  - (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (3) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor venicle registration law.
    - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only it there is no other valid and collections insurance available either on a primary of excess basis, to such person or organization.

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to

- 4) bodily injury to any letiow employee of such person mured in the course of his employment or
- (B) property damage to property owned by, rented to unicharge of or occupied by the named insured or the employer than 1 - room described in supparagraph (ii).

This is the property descent and to bodily injury or property damage ansing in the pre-contract any partnership or joint venture of which the insured is a perfect proteinted and which is not nessessing in the course of the signature of the course of the signature of the course of t

- (c) for Coverages C and D
  - (1) any partner or exe softicer thereof, but with respect to a non-owned autophile only while such automobile is being used in the business of the named insured;
  - (2) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (i) a lessee or borrower of the automobile, or (ii) an employee of the named insured or of such lessee or borrower;
  - (3) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (1) or (2) above.

None of the following is an insured:

- (1) any person while engaged in the business of his employer with respect to **bodify injury** to any fellow employee of such person injured in the course of his employment;
- (2) the owner or lessee (of whom the named insured is a sublessee) of a hired automobile, or the owner of a non-owned automobile, or the owner of an automobile leased under contract for one year or more to the named insured, or any agent or employee of any such owner or lessee.
- (3) an executive officer with respect to an automobile owned by him or by a member of his household.
- (4) any person while employed in or otherwise engaged in outles in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof, unless such pariner is named as an individual named insured.

#### 4. LIMITS OF LIABILITY

For the purpose of determining the limit of the company's nability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of insureds under this policy, or automobiles to which this policy applies, the company's liability is limited as follows:

(a) Combined Limits Plan

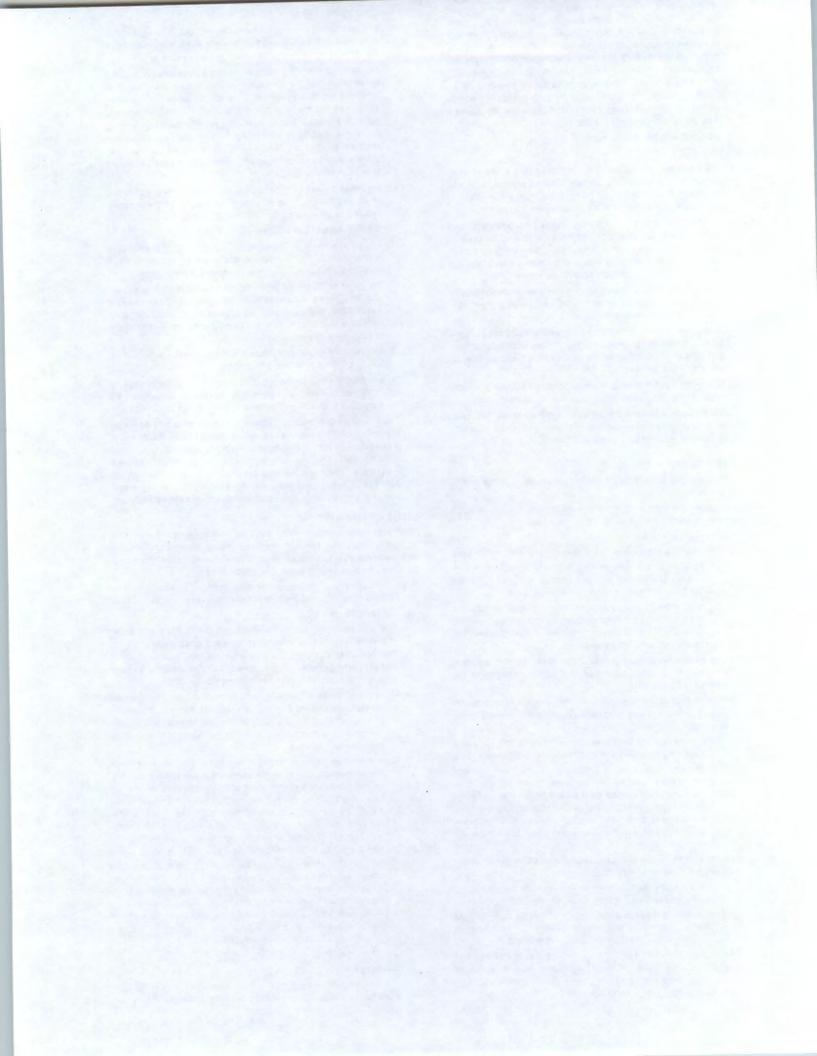
The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to 'each occurrence' is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one-occurrence provided:

- (1) with respect to all damages included within the (i) completed operations hazard and the (ii) products hazard, such limit of liability shall be the total limit of the company's hability during each annual policy period as the result of one or more than one occurrence;
- (2) with respect to all damages arising out of property damage rother than automobile, the completed operation hazard, or the products hazard) such limit of flability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or renied to the insured:
- (3) with respect to any occurrence for which the motice of this policy is given in flee of security or when this policy is certified as proof of financial responsibility under the provisions of the motor variate financial responsibility www.cf.any. state or province, such limit of hability shall be applied in accordance with the applicable terms of such law except that the (cfat) find of hability shall not be repused.

#### (b) Divided Limits Plan

#### Coverage A -

The total narrowly of the numbers for endamages including damages for care and loss of services because of **bodity injury** dust



tained by one or more persons in the result of any one occurrence shall not exceed the limit ( ily injury liability stated in the declarations as applicable to each occurrence." The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

#### Coverage B -

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence snall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named** insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

#### Coverages C and D -

- (1) The limit of bodily injury liability expressed in the peclarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."
- (2) The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

#### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one applicable, but subject to the above provision respecting "each person" the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the timit of liability stated in the declarations as applicable to "each accident".

#### 5. POLICY PERIOD

This insurance applies only to **bodily injury** or **property damage** which occurs. (a) for Coverages A. B. C and D. during the policy period within the **policy territory**; (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

#### 6. ADDITIONAL DEFINITIONS

when used in reference to this insurance (including endorsaments forming a part of the policy)

"aircraft or automobile hazard" includes bodily injury and property damage arising out of the ownership maintenance, operation, use, making crunitading plans aircraft automobiles midget automobile; but this hazard does not include a bodily injury is any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft or (b) except with respect to aircraft bodily injury or property damage occurring on the insured premises or

the ways immediately adjoining on land or (c) bodily injury or property damage aris and of the use of a land public, conveyance by the insured as a passenger.

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"contractual liability" means liability expressly assumed under a contract or agreement, provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"domestic employee" means an employee of an insured performing duties not in connection with the business of the insured;

"fire hazard" includes property damage to any premises not owned by an insured and to house furnishings therein if such property damage arises out of (a) fire, (b) explosion, or (c) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit:

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any soft for the use of such automobile;

#### "insured premises"

for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical X-ray and dental services, including prostnetic devices, and necessary ambutance, hospital professional nursing and funeral services;

"midget automobile" means a land motor vehicle of the type commonly referred to as a "midget automobile," "kart," "go-kart," "speed-mobile" or by a comparable name, whether commercially built or otherwise, "non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or more to the named insured:

"private passenger automobile" means a four wheel private passenger, station wagon or jeep type automobile;

"trailer" includes semitrailer but does not include mobile equipment; "war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection rebellion or

revolution or to any act or condition incident to any of the foregoing

#### 7. ADDITIONAL CONDITIONS

#### (a) Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his benalf shall give to the company written proof of claim under oath it reduced, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injuried person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or croanization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not conclutute as admission of Lability of any pierson or except hereunder of the company.

#### Excess Insurance - Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and schedule it surance available to the **insured**.



#### CONDITIONS APPLICABLE ONLY TO SECTION II

#### 1. SUPPLEMENTARY PAYMENTS

The company will pay in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### 2. DEFINITIONS . . .

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include mobile equipment;

"automobile hazard" includes bodily injury or property damage arising out of:

- (a) the ownership, maintenance, operation, use, loading or unloading of
  - any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured;

but this definition does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured.

(b) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the insured under any contract or agreement except an incidental contract; but this definition does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"bodity injury" means bodity injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom:

"Broad Form Property Damage Hazard" means property damage to

- (a) property used by the insured, or
- (b) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured.

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (b) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodity injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stainway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

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"mobile equipment" means a land vehicle (including any machinfery or apparatus attached thereto), whether or not self-propelled,
(a) not subject to motor vehicle registration, or (b) maintained for
use exclusively on premises owned by or rented to the named
insured, including the ways immediately adjoining, or (c) designed
for use principally off public roads, or (d) designed or maintained
for the sole purpose of affording mobility to equipment of the
following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and
drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying,
welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item
1, of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"non-owned automobile hazard" means any automobile other than an owned or hired automobile or, if the named insured is an individual, an automobile personally operated by the named insured or members of his family;

"occurrence" means an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property** damage neither expected nor intended from the standpoint of the insured:

"policy territory" means anywhere in the world; provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others:

"property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

#### 3. Financial Responsibility Laws

Such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

#### 4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- Ic) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

#### 5. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleæded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

#### 6. Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.

#### 7. Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

#### 8. Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

#### 9. Policy Term

In the event the policy is written without any insurance afforded under Section I — "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the insured as stated in the Declarations, otherwise such time shall be Noon Standard Time. This Provision is not applicable in California and Oregon.





#### ACTION A PRINT SERVICE

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE - COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE - COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
. STOREKEEPER'S INSURANCE

#### POLLUTION EXCLUSION

It is agreed that the insurance does not apply to Bodily Injury\* or Property Damage caused by or resulting from the discharge of matter (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property, provided, however, that this endorsement shall not exclude insurance with respect to the discharge of matter, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

- (a) "discharge of matter" means the emission of matter through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever,
- (b) "matter" means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to hability arising out of the ownership, maintenance, or use of any automobile

\*In the event this form is attached to a Commercial Top Notch Policy "Personal Injury" shall be substituted for "Bodily Injury."

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ADDITIONAL DECLARATIONS			Policy No. CP 64	6638
This schedule is attached to, and forms a part of	f the policy specified above	1.		
Limits of Liability, No insurance is afforded und of the company's liability on account of each such having reference thereto.	er any couerage unions and	Maritan and Marian	to such coverage are set the terms of the policy or	forth below. The limit r supplement attached
	Limits of Lia	bility		
LIABILITY	Coverage	- Bodily Injury		_
(a) Divided Limits Plan		each occurrence		Property Damage
(1) Other Than Automobile	s 300,000.		\$ 100,000.	each occurrence
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	- Bodily Injury		aggregate Property Damage
(2) Automobile	\$ 300,000.			each occurrence
	,	each occurrence	\$ <del>100</del> \$000	each occurrence
(b) Combined Limits Plan	Coverages		\$	each occurrence
(c) Coverage Forms	300		Ψ	each occurrence
The Liability Form attached hereto is entitled	BLANKET I	TARTITTY THEIR	ANCE CLIN	
			SCHOOL CO.	
(d) Hazards Excluded				
The following "hazards" as defined by the form	n entitled "Conditions Appl	licable Only to Section I	I" are excluded therefro	m:
MEDICAL				
Coverage E — Premises	\$		\$	each accident
Coverage F — Automobile	\$			
Coverage M — Personal	\$	each person	\$	each accident
Coverage F				
Designation of person(s) insured:				
Designation of automobiles Division 1				
NO-FAULT AUTOMOBILE COVERAGES	X indicates coverage is ap	relicable		
y Basic Personal Injury Protection	\$ NIL.			
Additional Personal Injury Protection	S INL	deductible		deductible
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PERSONAL INJURY	Cover	ena P	\$_300.000.	acareasta
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Coverage L - Personal Liability - The limit	*	nown for A and E but no	ot less than \$25,000 Cor	nbined Limits
Coverage N - Physical Damage to Property	,			
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UNINSURED MOTORISTS				
Coverage U — Bodily Injury	\$ 15,000.	each person	\$ 30 000	each accident
Property Damage †	\$	each accident	\$	deductible

Schedule A

Description of insured highway vehicles \_\_ANY AUTO OWNED BY THE NAMED INSURED

tWhere applicable by law. Designated insured:

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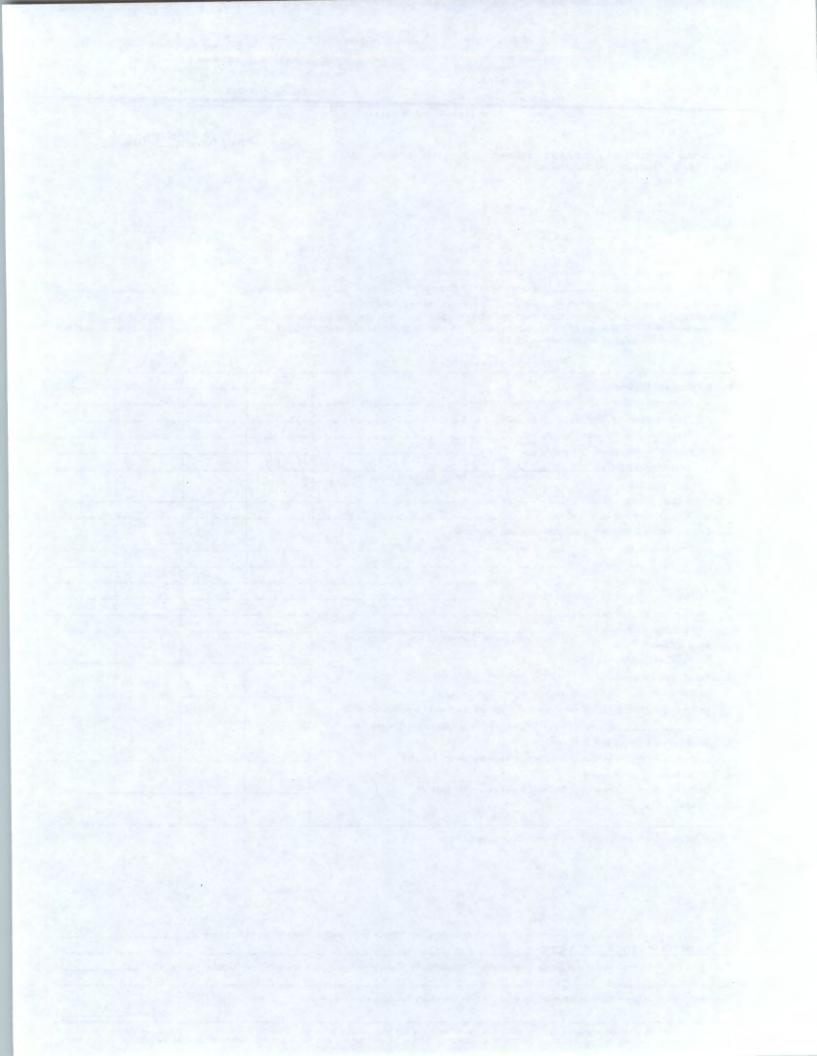
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A. to bodily injury or property damage:

" SECTION III CRIME

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2. Con	prehensive Dishonesty, Disappearance a	nd Destruction				
{{})	Employee Dishonesty — Option	A — Option B				ļ
111	Loss Inside the Premises		📙			
						<u> </u>
(IV)	Money Orders and Counterfeit Paper Cu	rrency				
(V)	Depositors Forgery				-	-
(VI)	Merchandise Burglory (Coins	9,6				
3. Blar	nket Crime	urance Percent) (Coinsurance Limit)		İ		
Tota	al Limit of Liability					-
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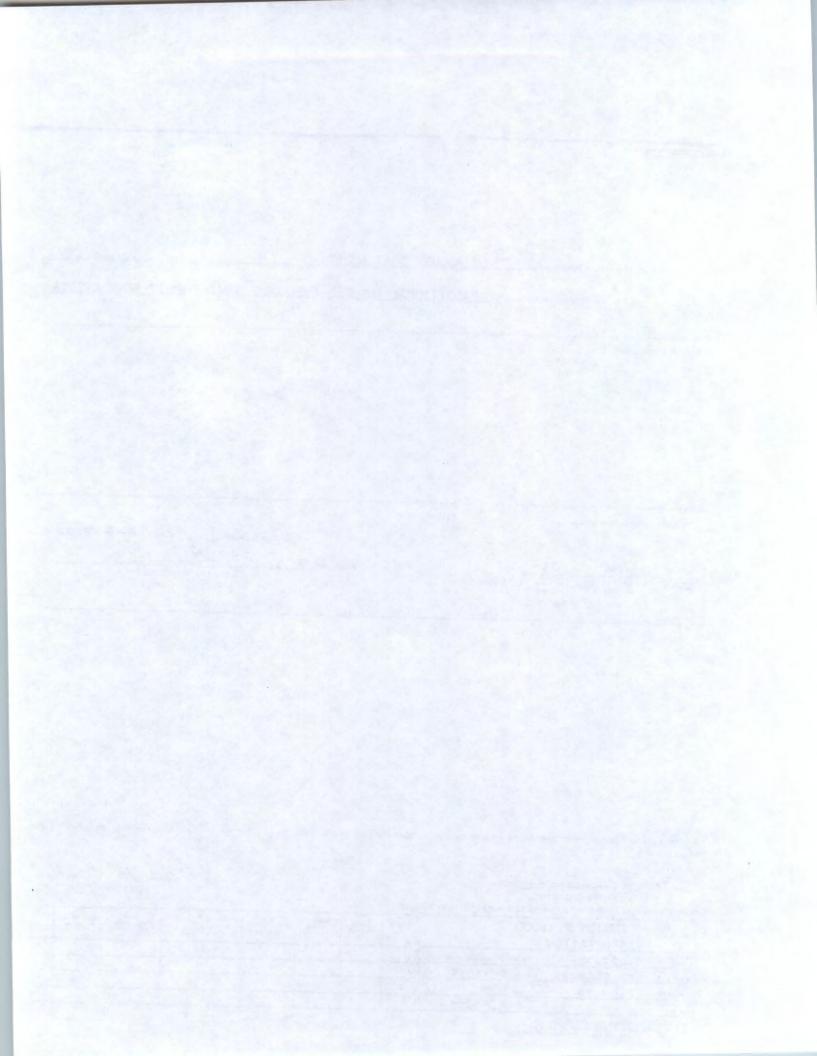
In considera	ation of a return	premium	X TO E	BE ADJUST	ED AT	AUDIT			the inst	urance af	forded by this
policy with	respect to the f	ollowing co	verage(s) _	"ADDITIO	NAL IN	ISURED	(VENDORS	BROAD	FORM)"	FORM	C-2113
is hereby el	minated.										
This end	orsement is effe	ective:					Linn	Tox	Plus	بمرحمون	Contra
RCCCK	4 MONTH	23 DAY	77 YEAR			Accepted	Linza	Signature	e of Named	Insured	
	Time and date	of signature	)						, (		

All terms and conditions of the policy, issued by the company stated in the declarations, remain unchanged except as amended by this endorsement.

W D HAMMERSLA, SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

DERUZNI	LINNTON PLY	GOOW				OVER	DL ASS OR CODE	UNEARNED SR/PR	OLD (FULL TERM)	RETURN	NEW (FULL TERM)	ADDITIONAL PREMIUM
	ASSOCIATION		١,	Κ		FACTOR	PREMIUM		PRÉMIUM			
ENDORSEMENT EFFECTIVE	4-23-77	(a) the hou	ir of day stated in the	policy),	ľ				\$	s	3	\$
POLICY OR BOND NUMBER	CP 646633	SERVICE OFFICE	RK:AC:5	ĀŤ	J	y						
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POLICY:

**EFFECTIVE:** 

CP646638

4/23/73-4/23/76

LIABILITY FORM:

CONDITIONS FORM:

POLLUTION EXCLUSION:

C-10 1/73

C-1652 1/73

C-1599 1/72

### BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

17CP 14.2

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1. COYERAGE A - BODILY INJURY - except Automobile

COVERAGE B - PROPERTY DAMAGE - except Automobile

COVERAGE C - BODILY INJURY - Automobile

COVERAGE D - PROPERTY DAMAGE - Automobile

With respect to such of the foregoing coverages as have become effective under the provisions of the declarations page of this policy, the company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages because of bodily infury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily infury or property damage, even if any of the allegations of the suit are groundless, faise or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to bodfly Injury or property damage included within the war hazard with respect to liability assumed by the Insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (b) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law.
- (c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under any contract;
- (d) to property damage: (1) to property owned or transported by the Insured; (2) to property occupied by or rented to the Insured, except damage to a rented residence or private garage caused by a private passenger automobile; (3) to property under ball-ment to the Insured (except injury to or destruction of such property erising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the Insured, or (ii) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) to work performed by or on behalf of the named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (e) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deliciency therein;
- (I) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment white being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (g) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (h) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including.
  - the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services.
- (i) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any aircraft owned or operated by or rented or loaned to any insured, or (2) any other aircraft operated by any person in the course of his employment by any insured;
- (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any Insured which are not connected with the business of any Insured.

#### 2. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy. Exclusions

This insurance does not apply:

- (a) to bodily injury
  - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
    - any sutomobile or aircraft owned or operated by or rented or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
  - (1) included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures:

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TALL DESCRIPTIONS

Text Division

- (3) resulting from the setting, set or giving of any alcoholic beverage (i) in violation of any of the influence of alcoholic or (iv) which causes or contributes to the influence of alcoholic or (iv) which causes or contributes to the influence of any person, if the named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or fessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or fessor;
- (4) included with the war hazard;

#### (c) to bodily injury

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily Injury occurs on that part of the Insured premises rented from the named insured or to any employee of such a tenant if the bodily Injury occurs on the tenant's part of the Insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the Insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### 3. PERSONS INSURED

Each of the following is an Insured under this insurance to the extent set forth below:

- (a) the named Insured and, if an individual, the spouse of such named insured if a resident of the same household;
- (b) for Coverages A and B
  - (1) if the named insured is designated in the declarations as
    - (i) a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
    - (ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (3) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an Insured under this paragraph (3) with respect to:

- (A) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (8) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or intemper tind which is not posignated in this policy as a named insured.

- (c) for Coverages C
  - (1) any partner or executive officer thereof, but with respect to a non-owned automobile only white such automobile is being used in the business of the named Insured;
  - (2) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (i) a lessee or borrower of the automobile, or (ii) an employee of the named insured or of such lessee or borrower;
  - (3) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (1) or (2) above.

None of the following is an Insured:

- any person white engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (2) the owner or lessee (of whom the named insured is a sublessee) of a hired automobile, or the owner of a non-owned automobile, or the owner of an automobile leased under contract for one year or more to the named insured, or any agent or employee of any such owner or lessee;
- (3) an executive officer with respect to an automobile owned by him or by a member of his household;
- (4) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof, unless such partner is named as an individual named insured.

#### 4., LIMITS OF LIABILITY

For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of **Insureds** under this policy, or **automobiles** to which this policy applies, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

- (1) with respect to all damages included within the (i) completed operations hazard and the (ii) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence:
- (2) with respect to all damages arising out of property damage (other than automobile, the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the Insured;
- (3) with respect to any occurrence for which the notice of this policy is given in heal of security, or when this policy is cerebed as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.
- (b) Divided Limits Plan

#### Coverage A -

The rotal habitity of the conducty for an damages and doing other ages for care and loss of services because of bodity injury  ${\rm S}(\mathcal{S})$ 

tained by one or more pe shall not exceed the limit. Dodly Injury liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of (1) all bodly injury included within the completed operations hazard and (2) all bodly injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

#### Coverage B -

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

#### Coverages C and D -

- (1) The limit of bodily injury liability expressed in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."
- (2) The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

#### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

#### 5. POLICY PERIOD

This insurance applies only to bodlly Injury or property damage which occurs: (a) for Coverages A, B, C and D, during the policy period within the policy territory; (b) for Coverage E, during the policy period within the United States of America: its territories or possessions, or Canada.

#### 6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"alreraft or automobile hazard" includes bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or midget automobile; but this hazard does not include (a) bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft or (b) except with respect to aircraft, bodily injury or property damage occurring on the insured premises or

the ways in the iteration and or (c) bodity injury or property damage air. I goul of the use of a land public conveyance by the insured as a passenger:

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"contractual flability" means hability expressly assumed under a contract or agreement provided, however, that contractual flability shall not be construed as including hability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or or behalf of the named insured will be done in a workmanlike manner;

"domestic employee" means an employee of an insured performing duties not in connection with the business of the insured;

"fire hezard" includes property damage to any premises not owned by an insured and to house furnishings therein if such property damage arises out of (a) fire, (b) explosion, or (c) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

#### "insured premises"

for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land:

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"midget automobile" means a land motor vehicle of the type commonly referred to as a "midget automobile," "kart," "go-kart," "speed-mobile" or by a comparable name, whether commercially built or otherwise; "non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or more to the named insured;

"private passenger automobile" means a four wheel private passenger, station wagon or jeep type automobile;

"traller" includes semitrailer but does not include mobile equipment;
"war hazard" includes all bodily injury and property damage due
to war, whether or not declared, civil war, insurrection, rebellion or
revolution or to any act or condition incident to any of the foregoing.

#### 7. ADDITIONAL CONDITIONS

(a) Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

(b) Excess insurance - Hired and Non-Owned Automobiles With respect to a hired automobile or a non-owned automobile,

this insurance shall be excess insurance over any other valid and collections insurance available to the Insured.

THE PROPERTY.

# SAFECO INCURANCE COMPANY OF AMERICA GENERAL SURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

### COMMERCIAL POLICY CONDITIONS APPLICABLE TO ALL SECTIONS

The Company agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, amounts of insurance, exclusions, conditions and other terms of this policy to insure the insured in accordance with the provisions of the schedule or schedules attached hereto and made a part hereof.

- A. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
  - Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- B. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.
- C. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Notither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are sale or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Cancellation: This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed proceata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

- E. Deferred Premium Payment Plan: If the insured elects to pay the premium equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable. Default in making any payment shall be construed as a request of the insured to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the insured, comply with the said request.
  - If this policy is canceled, either at the request of the insured or at the election of this company, this company shall refund to the insured only the excess of paid premium over earned premium. In the event the earned premium exceeds the paid premium the insured shall pay this company the difference.
- F. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- G. Impairment of Recovery: Except as noted below, this company shall not be bound to pay any loss if the insured shall have impaired any right to recovery for loss to the property insured; however it is agreed that:
  - As respects property while on the premises of the insured, permission is given the insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
  - As respects property in transit, the Insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- H. Conformity With Statute: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.
- Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- J. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; If, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- K. Modification of Terms: Any provisions contained in this policy (or supplements, schedules and endorsements attached thereto) which are in conflict with conditions A thru J above are hereby waived.
- L. Extension: If coverage provided by this policy replaces a similar coverage of a policy expiring on the effective date of this policy, then coverage hereunder shall be extended to the expiration time of the policy so replaced.

IN WITHISS WIFFIREOF, the Company has caused this policy to be signed by its president and secretary at Seatile, Washington, and countersigned on the declarations page by a duly authorized representative of the company.

THE WO MANMENSIA SECRETARY

COADON H. SERVINEY

PART WITH TAILING



#### CONDITIONS APPLICABLE ONLY TO SECTION II

#### 1. SUPPLEMENTARY PAYMENTS

The company will pay in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$750 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expensis incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies:
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### 2. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include mobile equipment;

"automobile hazard" includes bodily injury or property damage arising out of:

- (a) the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured;

but this definition does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured.

(b) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured:

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to radeliver such property or otherwise dispose of it as provided.

"Bianket Contractual Hazard" inxons liability assumed by the insured under any contract or agreement except an incidental contract; but this definition does not apply to a warranty of litness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which recurs during the policy period, including death at any time resulting thereform.

"Broad Form Property Damage Hazard" (1000)5 property (Limbus) to

- (a) property used by the insured, or
- (b) property in the care, costody or control of the insured or as to which the insured is for any purpose exercising physical control.

but parts (a) and (b) of this definition do not apply with respect to fiability under a written sidetrack agreement and part (b) of this definition does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured.

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from promises owned by or rented to the named insured, "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"Contractual Hazard Beyond 15 Days" means liability assumed by the insured under any written contract or agreement unless the insured shall have furnished the company a copy of such agreement within (15) lifteen days from the date such agreement is signed by the insured except an incidental contract; but this delimition does not apply to a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shalt, hoistway, stalrway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or denotition operations, or an inclined conveyor used exclusively for carrying property and having a compartment height not exceeding four feet, or hydrautic or mechanical hoists used for dumping materials from trucks;

"incidental contract" income any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidemack agreement, or (e) elevator maintenance agreement,

"insured" means any person or organization qualitying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance alforded applies separately to each insured against whom claim is make or soit is brought, except with respect to the limits of the company's liability:

(commond on reverse side)

(..)

"mobile equipment" means a land vehic luding any machinic not self-propelled, ery or apparatus attached thereto), wheth-(a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the named insured, including the ways iromediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently at tached to such vehicle: power granes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exptoration and well servicing equipment;

"named insured" means the person or organization named in Item.

1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"non-owned automobile hazard" means any automobile other than an owned or hired automobile or, if the named insured is an individual, an automobile personally operated by the named insured or members of his family;

"occurrence" means an event including continuous or respected exposure to conditions, which results in bodily injury or property-damage neither expected nor intended from the standpoint of the insured:

"personal hazard" means any domestic activities of the insured, not in connection with the business of the insured;

"policy territory" means anywhere in the world; provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others."

"property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"suit" includes an arbitration proceeding to which the Insured is required to submit or to which the insured has submitted with the company's consent.

#### 3. Financial Responsibility Laws

Such insurance as is altorded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of flability required by such law but in no event in excess of the firnits of flability stated in this policy.

#### 4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and 

- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

#### 5. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

#### 6. Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.

#### 7. Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

#### 8. Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

#### 9. Policy Term

In the event the policy is written without any insurance afforded under Section 1 - "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the insured as stated in the Declarations, otherwise such time shall be Noon Standard Time.

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### And Spill Value on

#### Charles Service

#### San Tear - Life



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE — COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE — COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

#### POLLUTION EXCLUSION

It is agreed that the insurance does not apply to Bodily Injury\* or Property Damage caused by or resulting from the discharge of matter (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property, provided, however, that this endorsement shall not exclude insurance with respect to the discharge of matter, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

- (a) "discharge of matter" means the emission of matter through its release, spillage, leakage or by means of dumping, emplying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever;
- (b) "matter" means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

\*In the event this form is attached to a Commercial Top Note! Policy "Personal Injury" shall be substituted for "Bodily Injury."

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CP383478-

= SAFECO INSURANCE COMPANY OF AMERICA = GENERAL INSURANCE COMPANY OF AMERICA S G

72

Commercial Polic

MPP ACCOUNT P	10

Other COOPERATIVE ASS

	THREE APRIL 23, 1973	APRIL 23, 1976
3. The insura	Years Inception ance offorded shall apply in accordance with the schedule or schedules other under such schedule or schedules as specified therein.	Expiration ached hereto, and only with respect to
SECTION	COVERAGE	as provided under schedule(s)
I PROPERTY COVERAGE	Location of premises: (Enter "same" if same location as above)  1.  2.  3.  4.	
II LIABILITY COVERAGE	Liability  (1) Other than Automobile  (2) Automobile  (3) Personal  Medical Payments  (1) Premises  (2) Automobile  (3) Personal  Uninsured Motorists  CRIME	A
111	CRIME	A
IV	AUTOHOBILE PHYSICAL DAMAGE	A

Countersimediare

If paid in installments, the first 

5,564.

#### SECTION II - LIABILITY

			Policy N	cp 383478
CHECK BOX IF ITEM IS CHANGED		Limits o	of Liability	
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2. Automobile	Coverage C - Bo \$ 100,000. \$ 300,000.	eoch person		ge D - Property Damoge
B. Combined Limits Plan	Coverages	each occurrence		
The Liobility Form attached hereto is entitled	BLANKET LIABILL	Y INSURANCE	C-10	
The following hazards are excluded there	efrom:			
Medical Payments  Coverage E - Premises  Coverage F - Automobile  Coverage M - Personal	\$ 2,000.	each person each person each person	\$	each accident
	S 300,000.	each person _ aggregale		general oggregate
Coverage U - Uninsured Motorists	5 10,000.		s <b>20,00</b> 2	
Description of insured highway vehicles_	and the second s			
Any explonation and/or other change:	al Return	Subject	to Audit	Short or Pro-Rate %
In consideration of the continuance of the policy, it is agreed of the Additional Declarations are deleted and replaced by the Insurance of the policy, it is agreed of the Additional Declarations are deleted and replaced by the Insurance of the policy of the Policy of Bond of the Policy of Bond of the Policy	w C	y provides the coverage of	stated herein.	1 d L
F FIRST NATIONAL INSUBANCE COMPANY OF AMERICA (Policy or Bond is issued by the company designated by initial)  A uthorized  Pepresentative	REPLACES	DEFICIENCE ACTIVITY	53	Schedule

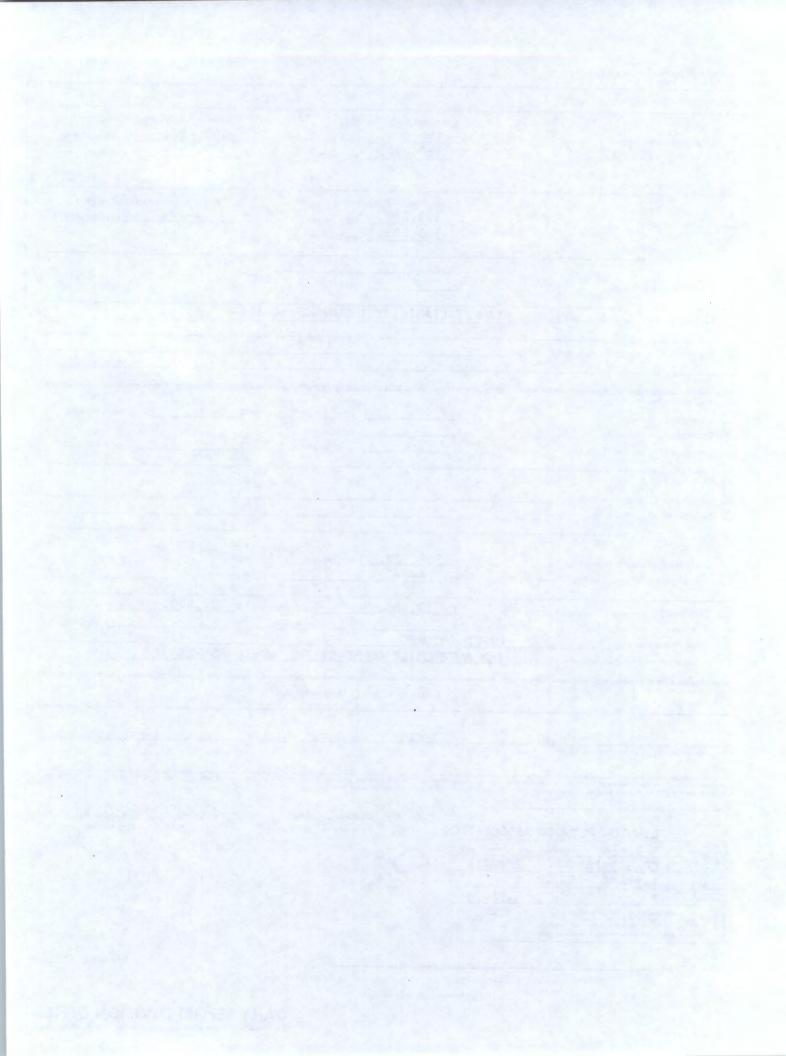
IMPORTANT: This endorsement forms part of your policy. Attach to your policy prompted to protection.

(continued on reverse side)

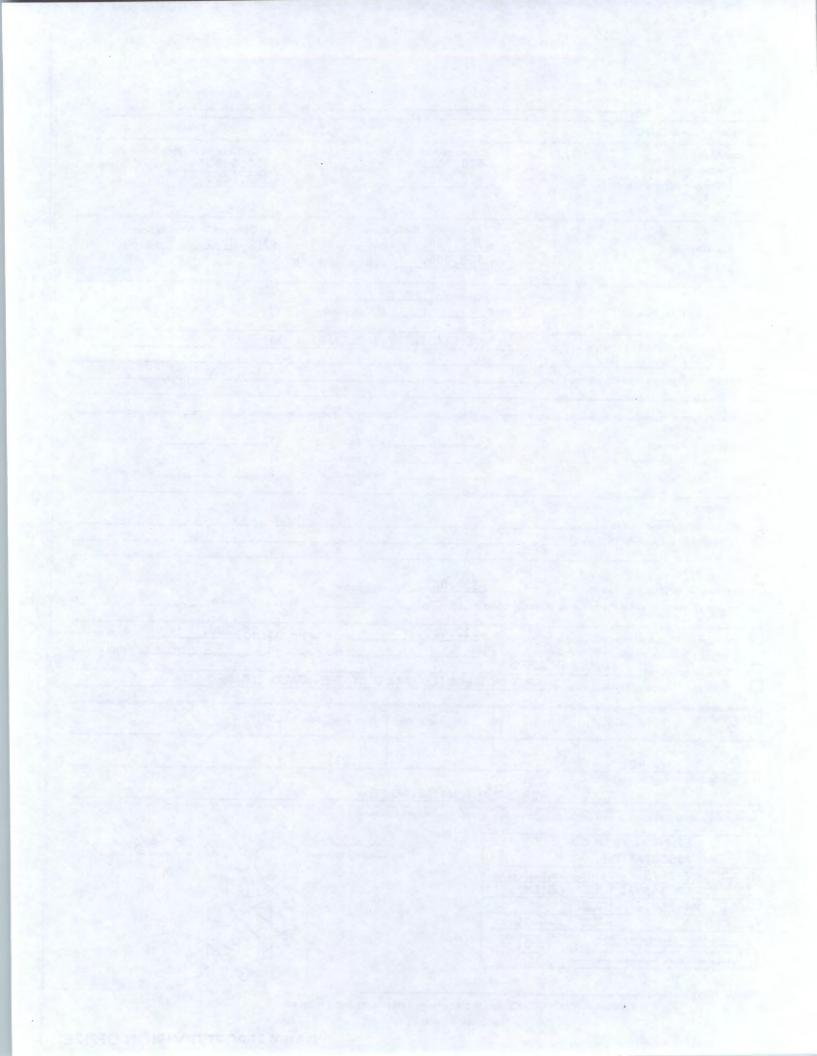
Non Money

Revised	Additional	Declarations
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CHECK BC	OX IF ITEM IS	CHANGED			Limits of Li	obility	
	ility ivided Limits . Other Than		\$	Coverage A - Bodily 300,000.	each occurrence	Coverage B - Proper s 100,000.	each occurrence
	Automobile		\$	Coverage C - Bodil 100,000.	each person	Coverage D · Prope \$ 100,000	rty Damoge each occurrence
□ B. Co	ombined Limit	ts Plan	3	Coverages	each occurrence		
The L	iability Form	attached hereto is e	ntitled: BLANKE	LIABILITY	INSURANCE C-1	10	
The f	allowing haz	ards are excluded th	erefrom:				
☐ Cove	ical Payments erage E - Prem erage F - Auto	nises		5	'	\$	_ eoch accident
_	erage M - Pers					\$	_ each accident
Cove	erage P - Pers	onal injury Liability	3	300,000.	oddiedore	red's participation	
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		ole by law Pr ured:			deductible	\$	eoch accident
D	escription of i	nsured nighway veh	nicles ANY AU	TOMOSILE ON	ED BY THE NAM	ED INSURED	
	mium ange	Additional	Return	Subject to Audit	Short or Pro-Rate %	Revised Total Premium	
				INCL.		PPD DPP	
Any expl	lanation and	or other change:					
INSURED  ENDORSEM EFFECTIVE POLICY OR NUMBER POLICY OR NUMBER S - SAFE G - GEME F - FIRST	INT PORT OF THE PROPERTY OF TH	TON PLYNOX	ASSOCIATIO  of day stated in the policy!  ZF: LS:5	provide: the coverage as sta	AT DECOMES O DOM OF THE OBOVE THE HEREIN.  AMERICA SECRETARY	e numbered policy. 12: All limits of	Liverry
Authoriz Represen							Schedule A
		ATTENTION PO	DLICY SERVICE: Atta	ch premium workshee	et for coding if required.		



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CHECK BOX IF ITEM	IS CHANGED			· Limits of Li	obility	
Liobility A. Divided Limi 1. Other The	ts Plan an Automobile	\$. \$.	Coverage A - Bodily 300,000.		Coverage B - Prope \$ 100,000. \$ 100,000.	each occurrence
2. Automobi	le	\$	Coverage C - Bodily 300,000.	each person	Coverage D - Prope s 100,000.	each occurrence
B. Combined Li	mits Plan	\$	Coverages	each occurrence		
The Liability Fo	rm attached hereto is	entitled: BLA#	CET LIABILIT	Y INSURANCE C-	-10	
☐ The following h	azords are excluded t	herefrom:	· · · · · · · · · · · · · · · · · · ·			
Medical Payme  Coverage E - Pr		\$		each person	\$	eoch accident
Coverage M - P					\$	each accident
	ersonal Injury Liability fense within the follo		300,000. ses_A-B-C		ed's participation	%
	ninsured Motorists - E			each person	\$ 20,000.	each accident
Designated i	nsured: MAPET	Property Damage + \$ D INSURED			\$	eoch accident
Description of	of insured highway ve	thicles ANY AUT	TOHOBILE OWN	ED BY THE NAME	ED INSURED	
Premium Change	Additional	Return	Subject to Audit	Short or Pro-Rate %	Revised Total Premium	
Any explanation or	40.			.311	PPD DPF	
Any explanation of	ay or amer change.	PER BREA	KDOWN ATTAC	IED		
in consideration of the co Declarations are deleted	intinuance of the policy, it is and replaced by those speci	agreed that from its effective fied above; (3) This policy p	rovides the coverage as state	it becomes a part of the above ed herein.	numbered policy (2. All limits of	numitity of the Additional
INSURED ASS  ENDORSEMENT 7-1  POLICY OR BOND CP  NUMBER	NTON PLYWOOD SOCIATION 1-75 In the horacon Number 23-76 NUMBER 15-76	or of day stated in the policy)  JCT DM: 5	A A W.o.	AMMERSLA, SECRETARY	GOSDON H SWE	ANY, PRECIDENT
S - SAFECO INSURANCE G - GENERAL INSURANCE F - FIRST NATIONAL INS	TYPING DATE			0		
Authorized					20	Schurlinia A





# SAFECO INSURANCE COMPANY OF AMERICA GE! ER 'NSURANCE COMPANY OF AMERICA FIRST: HONAL INSURANCE COMPANY OF AME

#### SECTION II - LIABILITY

	V
Policy	No. CP 383478

This schedule is attached to, and forms a part of the policy specified above.

Limits of Liability. No insurance is afforded under any coverage unless specific limits of liability as to such coverage are set forth below: The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

	Limits of Liability	
Liability A. Divided Limits Plan 1. Other Than Automobile	\$eoch accurrence \$	Coverage B - Property Damoge  100,000 each occurrence
2. Automobile	Coverage C Bodily Injury  \$ 300,000 each person  \$ each occurrence	Caverage D - Property Damage
. Combined Limits Plan	Coverageseach occurrence	
The Liability Form attached hereto is entitled:	BLANKET LIABILITY INSURANCE (	C-10
The following "hazards" as defined by the form	15 DAYS" BOTH AS DEFINED ON 1	ACTUAL HAZARD BEYOND
Coverage F - Automobile 710 - Automobile	seach person sseach person ss	each occident
Coverage E - Premises  Coverage F : Automobile  71 0 Small Leading makes	each person  each person  NAMED INSURED	each occident
Coverage E - Premises  Coverage F - Automobile  71 0 Family Charles of Premises  Coverage F  Designation of person insured	NAMED INSURED  ANY LICENSED OWNED PRIVATE IN  Seach person  aggregate  EXCL. *C* DELETED	each occident  ASSENGER AUTOMOBILE  general aggregate aggregate

(continued on reverse side)

Schedule\_\_\_\_\_





Home Office: 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (Each a Stock Insurance Company)

(Coverage is provided by the company designated by initial)



			Policy No	CP 389478
he premises are located at the address sh	nown in the declarations as	Locotion No.	, unless	otherwise stated herei
(Number	Street	Town		State)
No other business is conducted in the premate Classification:			ficate No	
Il words or phrases (other than captions)			Ted 10.	
imits of Liability. No insurance is affor uch insuring agreement are set farth be tated herein, subject to all of the terms	ded under any insuring ag- elow: The limited of the co	reement unless specific mpany's liability on	account of each su	
Insuri	ng Agreements			
. Burglary and Robbery			Limits of Liability	Premium
(a) Paymaster Robbery - On a Messe	nger Accompanied by	Guards \$		\$
(b) Robbery Inside the Premises				\$
(c) Robbery Outside the Premises				S
(d) Home of Messenger - Burglary on				\$
(e) Open Stock Burglary	60	900. s		S INCL.
	nsurance Percent) (Coinsu	,		
ííi Safe Burglary				S
(g) Burglary inot exceeding \$50.00).		5		<u>                                     </u>
. Comprehensive Dishonesty, Disappea				
(I) Emplayee Dishonesty — 🔲 Op				S
(II) Loss Inside the Premises				
(III) Loss Outside the Premises				
(IV) Money Orders and Counterfeit Pa				s Is
(V) Depositors Forgery				.5
(VI) Merchandise Burgiary	insurance Percent) (Coinsu	conce Limit)		. 5
. Didnker Crime	moorance rescents seconds.			\$
Total Limit of Liability		3		J J
. Broad Form Storekeepers				\$
Limit of insurance under each of Insur				5
Except under Insuring Agreement V, s	* *			
S os to loss unde	er one or more or said insure	ng Agreemenis.	2/3	
. Storekeepers Burglary and Robbery Limit of insurance under each of Insur	ing Agranments Lie VII inci-		K K	1.5
. Office Burglary and Robbery	ing Agreements 115 Th men	23146		
Limit of insurance under each of insur	ina Aareemenis I Incigioli, v	:	ξ.	\$
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				1
			5	\$
State Supplement Na	mers) and Form Number sid	mached hereic		
	The premium	If paid in advance		. 5
		if paid in installmen	its. the first	
		year installment is		S INCL.
he trability of the company is subject to th		darsements findicated it	ny form No.1 attache	d hereto:
he insured by the acceptance of this polic		any of election to termi	nate or cancel prior b	ond or policy Noish —
such termination or conseñation to be effe	stive as of the time this po-	cy becomet effecti e.		Schedule

This memorphaum is for information only, it is not a contract of insurance our argests that a policy as numbered herein, and as it stains at the sate of this ceinfrate has been issued by the company. Said policy is subject is change by enabrement and to assignment and concellation, in accordance with its terms Marketine and the second

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Table 1 Long 1



Additional Declarations

Policy	No.	CP	383478	
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This schedule is attached to and forms a part of the policy specified above.

1							SCHEDULE	OF CO	VERAG!	ES	
Ī	Serial or	Purchased	Actual Cost incl. equip.	Linbility	0		P	10	R	T	V
E	Year, Trade Name, Type Motor No.	Month New	or Symbol if privote pass.	(other than		Co	llision		Ŧ.,	Comb.	Towin
lo.		and or Year Used	privole pass.	collision)	Comp.	Deduct.	included	Fire	Theft	Add'1.	and
	and the second of the second			2020		01		15.07		Cov.	Labo
	1964 CHEV. PICKUP S#4C154H165821		2073.	2079.	~ ~	-		INCL	INCL	INCL	
	1972 CHEV. IMPALA 4 D SEDAN S#IM69H2C184663	R.	5-2-4	ACV	INCL	100.	INCL.				
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ب ۱۱	company's maximum liability under this endorsement on any one automobile shall not exceed	s 10,000.
ي ٢	maximum liability for any one loss shall not exceed	20,000.
454	loss is povable as interest may appear to the named insured and (Name and address)	

Schedule
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POLICY:

**EFFECTIVE:** 

CP276891

4/23/70-4/23/73

LIABILITY FORM:

CONDITIONS FORM:

OTHER FORM:

POLLUTION EXCLUSION:

C-10 1/67

CF-640 6/69

CF-646 1/67

C-1599 11/70 (effective 4/23/71)

## BLANKET LIABILITY POLICY

#### PREPARED FOR

### LINATON PLYWOOD ASSOCIATION

PROPERTY	Section	Schedule	INLAND MARINE	Section	Schedule
LIABILITY MISC. LIABILITY PERSONAL INJURY		A	GLASS COVERAGE  OTHER INSURANCE		
MEDICAL PAYMENTS AUTOHOBILE			SAFECU INSURANCE GENERAL INSURANCE COMPANY Home Office/ Seattle, Washington	DF AM	ERIDA
CRIME		A	-		7
AUTOMOBILE PHYSICAL DAMAGE	IV_		MARSH & MC LENNAN, INC. OF C	PREGON	;

<sup>\*</sup>This index is not intended to be a part of the policy and therefore upon not modify the contents thereof

Retriculation and Section

(A stock insurance company, he in called the company)



### COMMERCIAL POLICY CONDITIONS APPLICABLE TO ALL SECTIONS

AGREES with the insured, named in the declarations made a part hereof, in consideration of the poyment of the premium and subject to the limits of liability, amounts of insurence, exclusions, conditions and other terms of this policy to insure the insured in accordance with the provisions of the schedule or schedules attached hereto and made a part hereof.

A. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded berein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously poid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- B. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days priar to the inception date thereaf, on behalf of this company there be adopted, or filed with and approved ar accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.
- C. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Cancellation: This policy may be canceled by the named insured by surrender thereof to the company or any of its outhorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be conceled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aloreacid shall be cufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancers, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed proroto. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of uncarned premium is not a condition of cancellation.

E. Deferred Premium Payment Plan: If the insured elects to pay the premium in equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable. Default in making any payment shall be construed as a request of the insured to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the insured, comply with the said request.

If this policy is canceled, either at the request of the insured or at the election of this company, this company shall refund to the insured anly the excess of paid premium overearned premium. In the event the earned premium exceeds the paid premium the insured shall pay this company the difference.

- F. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- G. Impairment of Recovery: Except as noted below, this company shall not be bound to poy any loss if the insured shall have impaired any right of recovery for loss to the property insured; however it is agreed that:
  - As respects property while on the premises of the insured, permission is given the insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
  - As respects property in transit, the insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the volue of such goods or merchandise.
- H. Conformity With Statute: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.
- Changes: Notice to any agent or knowledge passessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- J. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his dutios as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- K. Modification of Terms: Any provisions contained in this policy for supplements, schedules and endorsements attached thereto; which are in conflict with conditions 4 throug above are hereby woived.
- L. Extension: If coverage provided by this policy replaces a similar coverage of a policy expiring on the offective date of this policy, then coverage hereunder shall be extended to the expiration time of the policy ac replaced.

IN WITNESS WHEREOF, General Insurance Company of America has caused this policy to be signed by its president and secretary at Septile, Washington, and countersigned on the declarations page by a duly authorized representative of the company.

TA Hammerslo SECRETARY

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### BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

1. COVERAGE A - BODILY INJURY - except Automobile

COVERAGE B - PROPERTY DAMAGE - except Automobile

COYERAGE C - BODILY INJURY - Automobile

COVERAGE D - PROPERTY DAMAGE - Automobile

COVERAGE L - PERSONAL LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right end duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or froudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury or property damage included within the war hozard with respect to liability assumed by the insured under any contract or agreement or expenses for first oid under the Supplementary Payments provision;
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits low, or under any similar low:
- (c) to bodily injury to any employee of the insured orising out of and in the course of his employment by the insured; but this exclusion does not apply to (1) any domestic employee, or (2) liability assumed by the insured under any contract;
- (d) to property domage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured, except damage to a rented residence or private garage caused by a private possenger automobile; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrock agreements); (4) to that particular part of any property (a) upon which operations are being performed by or an behalf of the insured, or (b) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising, out of such products or any part of such products; (7) to work performed by or an behalf of the named insured arising out of the work or any partion thereof, or out of materials, parts or equipment furnished in connection therewith;

But parts (2) and (3) of this exclusion do not apply under Coverage L to property damage included within the fire liazord;

- (e) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (1) to damages, because of property damage, due:
  - cl) to the cost of repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the named insured or distribute work completed by or for the named insured:
  - (2) to the loss of use of any such defective goods or products or completed work, or to domages resulting from the loss of use of such defective goods or products or completed work;
- (g) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property

of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein,

- (h) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of professional services performed by such insured or indemnitee, including
  - (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services.
- (i) to bodily injury or property damage arising out of the owner-ship, maintenance, operation, use, loading or unloading of (1) any discraft owned or operated by or rented or loaned to the named insured, or (2) any other aircraft operated by any person in the course of his employment by the named insured;

But this exclusion does not apply under Coverage L to bodily injury to any domestic employee orising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircroft;

(i) under Coverage L, to any liability or injury arising out of are in connection with any business, or the rendering or omission of any professional services, or the automobile hazard.

#### II. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to ar for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury orises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury flability under this policy.

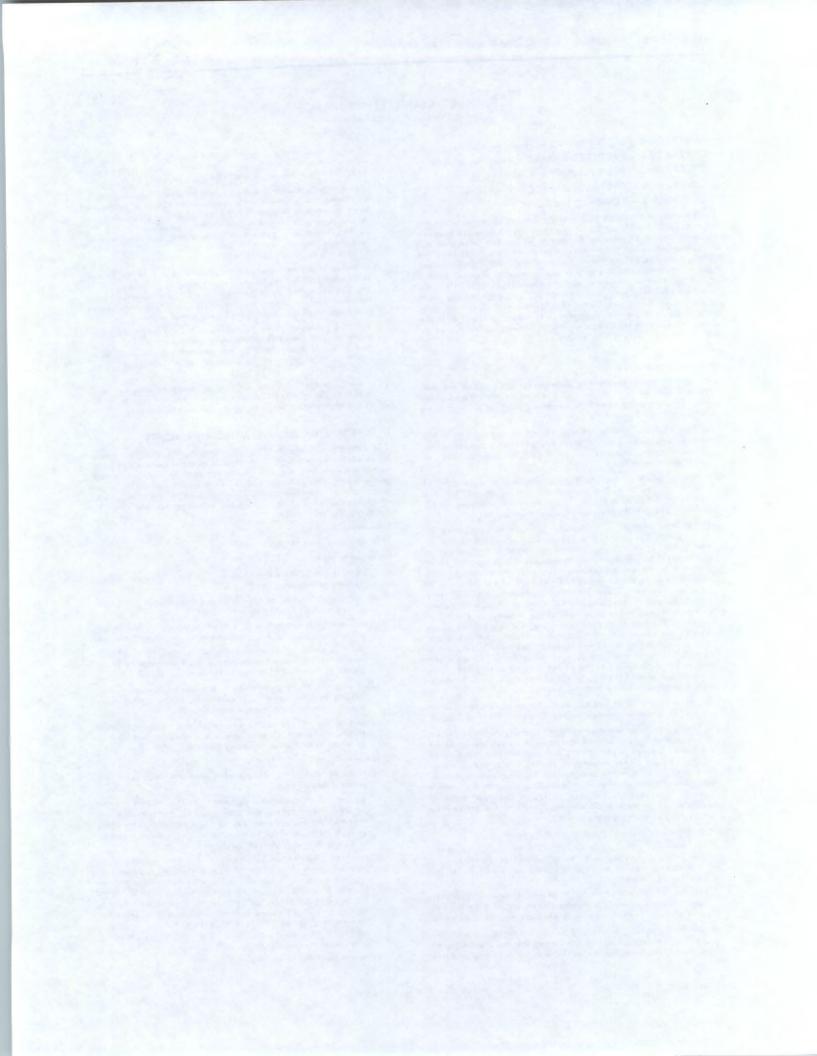
#### Exclusions

This insurance does not apply

- (a) to bodily injury
  - (1) orising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any automobile or aircraft owned or operated by or rented or looned to the named insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the porking of an automobile on the insured premises, if such automobile is not owned by a rented or looned to the named insured;

- (2) orising out of the ownership, mointenance, operation, use, loading or unloading of any watercraft, if the bodily injury occurs away from the insured premises; or
- (3) orising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or looned to the named insured;
- (b) to bodily injury
  - included within the completed operations hazard or the products hazard;
  - (2) arising but of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
  - (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intexication of any person; but this exclusion (b) (3) applies only if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;
  - (4) included within the war hazard;



#### (c) to bodily injury

- to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury orises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, othletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereaf or any person or organization under contract to the named insured to provide such services.

#### III. COVERAGE M - PERSONAL MEDICAL PAYMENTS

The company will pay to ar far each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises or (b) is sustained elsewhere and (1) orises out of a condition in the insured premises or the ways immediately adjaining on land, or (2) is caused by any insured, by any domestic employee in the course of his employment by an insured, or by any animal owned by or in the care of any insured and in the course of his employment by any insured or (3) is sustained by any domestic employee and arises out of and in the course of his employment by any insured.

#### Exclusions

This coverage does not apply:

- (a) to bodily injury orising out of any act or amission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any domestic employee arising out of and in the course of his employment by any insured;
- (b) to bodily injury orising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of ar failing to render professional services;
- (c) to bodily injury included within (1) the aircraft or automobile hazard or (2) the war hazard;
- (d) to bodily injury to any person, including a domestic employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whale ar in part either payable or required to be provided under any workmen's compensation or occupational disease law;
- (e) to bodily injury to (1) any insured under parts (1) and 4(a) of "Persons Insured", (2) any person, other than a domestic employee, regularly residing on any part of the insured premises or (3) any person while on the insured premises because business pursuits are conducted or professional services are rendered on the insured premises.

### IV. COVERAGE N - PHYSICAL DAMAGE TO PROPERTY

The company will at its option either (a) pay for the octual cosh value of property physically injured or destroyed during the policy neriod by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed \$250.00.

#### Exclusions

This coverage does not apply to injury or destruction:

(a) of property owned by or rented to any insured, any renant of any insured or any resident of the named insured's household;

- (b) caused intentionally by , insured over twelve years old;
- (c) arising out of (1) any act or amission in connection with premises (other than the insured premises) award, rented or controlled by any insured, (2) business pursuits or professional services or (3) the awardship, maintenance, operation, use, loading or unloading of any land mater vehicle, trailer or sentitrailer, form machinery or equipment, aircroft or watercraft.

#### V. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- 2. for Coverages A and B
  - (a) if the named insured is designated in the declarations as
    - a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
    - (2) other than an individual, portnership or joint venture, the organization so designated and any executive afficer, director or stackholder thereof while acting within the scope of his duties as such;
  - (b) any person (other than on employed of the named insured) or organization while acting as real estate manager for the named insured; and
  - (c) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration low,
    - (1) on employee of the named insured while operating any such equipment in the course of his employment, and
    - (2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization:

provided that no person or organization shall be an insured under this paragraph (c) with respect to:

- (i) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (ii) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of ony person described in subporagraph (2).

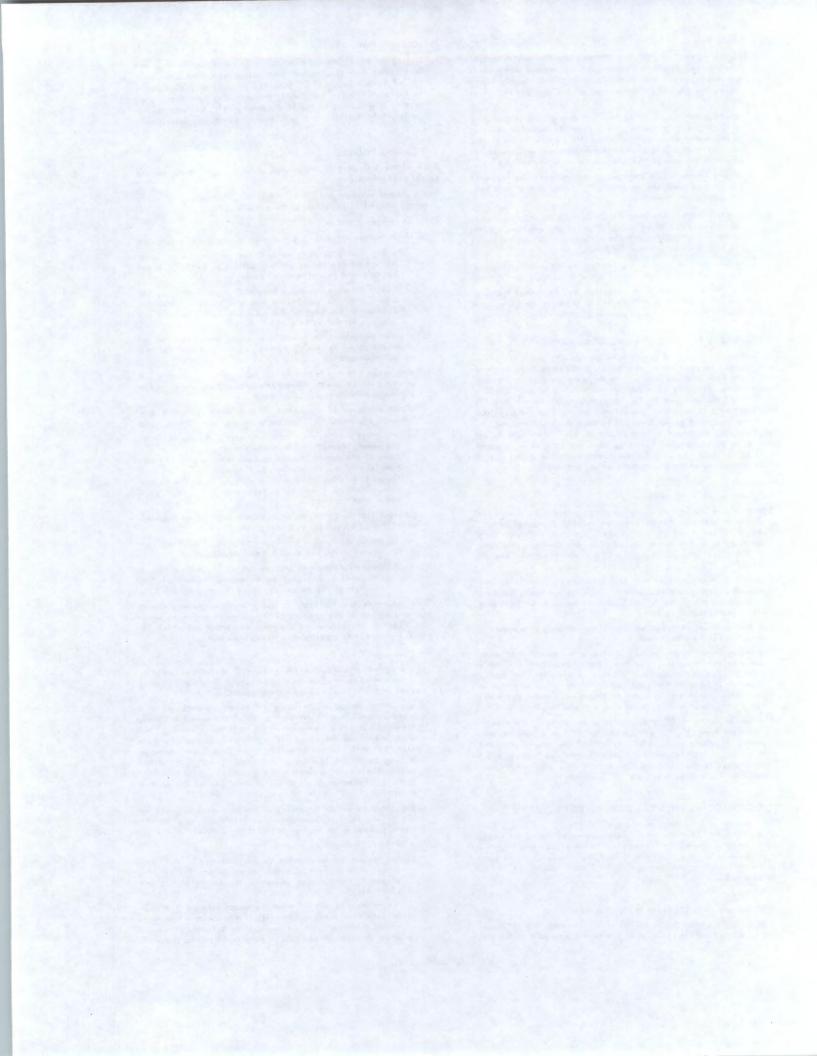
This insurance does not apply to bodily injury or property domage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### 3. for Coverages C and D

- (a) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;
- (b) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scape of such permission, but with respect to bodily injury or property damage orising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lessee or borrower of the automobile, or (2) an employee of the named insured or of such lessee or borrower;
- (c) any other person or arganization but only with respect to his or its liability because of acts or omissions of the named insured or on insured under (a) or (b) above.

Mone of the following is an insured:

- (1) any person while engaged in the business of his employer with respect to bodily injury to any fellow amployee of such person injured in the course of his employment;
- (2) the owner or lessee (of whom the named insured is a sublessee) of a hired automobile, or the owner of a nonowned automobile, or the owner of an outomobile leased under contract for one year or more to the named insured,



- , any again or employs any such owner or lessee.
- (3) on executive officer with pect to an automobile owned by him or by a member of his household;
- (4) any person while employed in or atherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property domage orising out of (1) a non-owned outomobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, on automobile owned by ar registered in the name of a partner thereof, unless such partner is named as an individual named insured.

#### 4. for Coverages L, M and N

- (a) if residents of the nomed insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any insured;
- (b) under Coverages L and M, with respect to animals and watercraft owned by any insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal or watercraft without the permission of the owner;
- (c) under Coverages L and M, with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, any employee of any insured while engaged in the employment of the insured.

#### VI. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, or (2) automobiles to which this policy applies, the company's liability is limited as follows:

#### Coverages A, B, C and D -

#### A. Divided Limits Plan

- (1) The limit of bodily injury liability expressed in the additional declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence". The total liability of the campany for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".
- (2) The total liability of the company for all damages because of all property damage sustained by one or more persons or orgonizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declorations as applicable to "each occurrence". The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declorations as "aggregate".

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

#### B. Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the additional declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

(a) with respect to all damages included within the (1) completed operations hazard and the (2) products hazard, such limit of liability shall be the total limit of the campany's liability during each annual policy period as the result of one or more than one occurrence;

- (b) with respect other flam and the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more then one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises awned by ar rented to the insured;
- (c) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility low of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

#### Coverage L -

The limits of liability afforded for Coverages A and B shall apply to Coverage L, provided the limits of liability so afforced shall not be less than: \$25,000 per person and \$25,000 each occurrence for bodily injury; \$25,000 each occurrence for property damage liability; or if combined limits, \$25,000 each occurrence.

#### Coverage M -

The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability under Caverage M for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Coverage M for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

#### Coverage E and M -

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability. 3

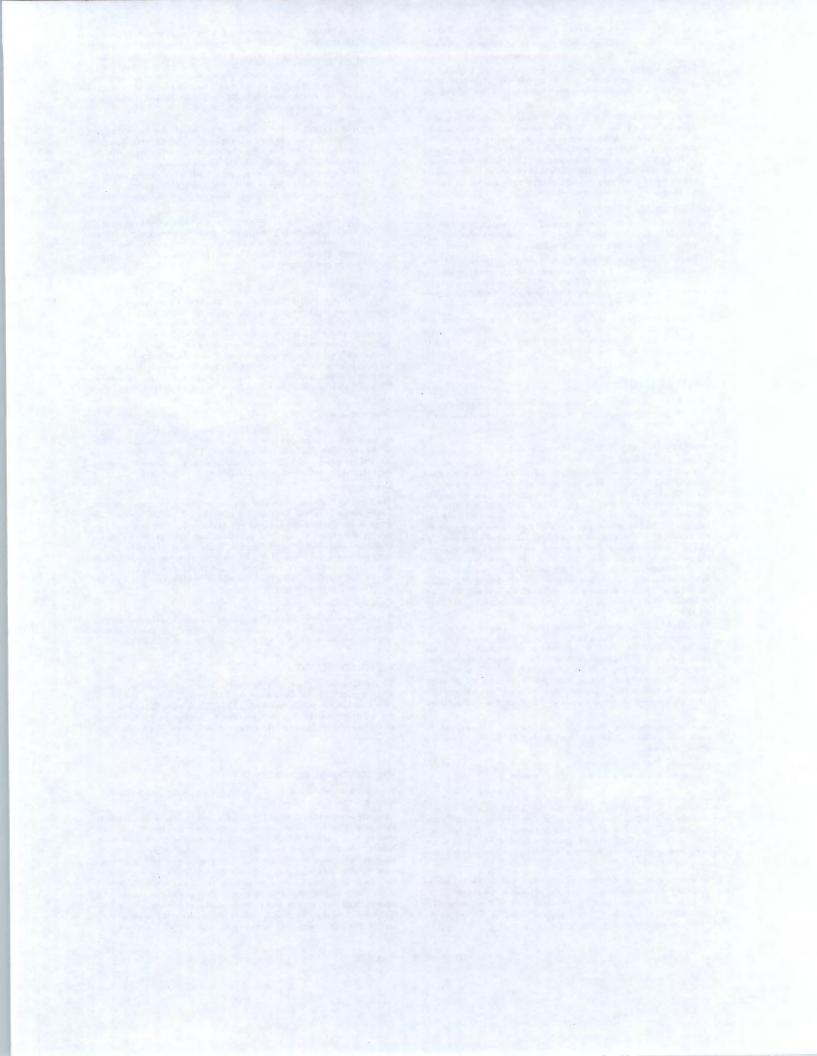
#### VII. POLICY PERIOD

This insurance applies only to bodily injury or property damage which occurs: (1) for Coverages A, B, C and D, during the policy period within the policy territory; (2) for Coverages L and M, during the policy period; (3) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Conado.

#### VIII. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"aircraft or automobile hazard" includes bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or midget automobile; but this hazard does not include (1) bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft or (2) except with respect to aircraft, bodily injury or property damage occurring on the insured premises or the ways immediately adjoining on land or (3) under Coverage L, bodily injury or property damage orising out of the operations of independent contractors involving an



automobile or midget automobile not owned or hired by the insured or used in connection with his business pursuits at in the rendering of professional services or (4) bodily injury or property damage arising out of the use of a land public conveyance by the insured as a possenger;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"business" means any professional, commercial occupation or industrial enterprise, except (1) activities which are ordinarily incident to non-business pursuits; (2) octivities of an incidental business nature (not the regular business or occupation of an insured) while conducted on the insured premises or on vaccont land owned or rented to an insured; (3) one, two, three or four family dwellings (including outbuildings), farms and farm land when such are rented or held for rental to others by an insured; (4) acts ar activities of the named insured or spouse incident to his or her employment by another, except (a) while operating commercial or industrial mechinery or equipment; or (b) while engaged in rendering professional services (other than teaching); or (c) while holding an elective or appointive office of a municipal, country, state or federal government;

"contractual liability" means liability expressly assumed under a contract or agreement, provided, however, that contractual liability shall not be construed as including liability under a warranty of the limess or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

"domestic employee" moors on employee of on insured performing duties not in connection with the business of the insured;

"fire hazard" includes property damage to any premises not owned by an insured and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smake or smudge caused by sudden, unusual and foulty operation of any heating or cooking unit;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) a portner or executive officer of the named insured or (b) on employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"insured premises"

- (c) for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by ar rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on lend;
- (b) for Coverages L, M and N, means (1) all premises where the named insured or his spouse maintains a residence and private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except
- and terms, (2) individual or family semetery plots or burial vaults, (3) premises in which an insured is temporarily residing, if not owned by an insured, and (4) vocant land, other than form land, owned by or rented to an insured;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services:

"midget automobile" means a land motor vehicle of the type commonly referred to as a "midget automobile", "kart", "go-kart", "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or mure to the named insured;

"private passenger automobile" means a four wheel private possenger, station wagon or jeep type automobile;

"trailer" includes semitrailer but does not include mobile equipment;

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, reballion or revolution or to any act at condition incident to any of the foregoing.

#### IX. ADDITIONAL CONDITIONS

#### A. Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or sameone on his behalf shall give to the company written proof of claim, under outh if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of recards. The injured person shall submit to physical examination by physicians selected by the company when and as often as the campany may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount poyable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### B. Insured's Duties When Loss Occurs - Coverage N.

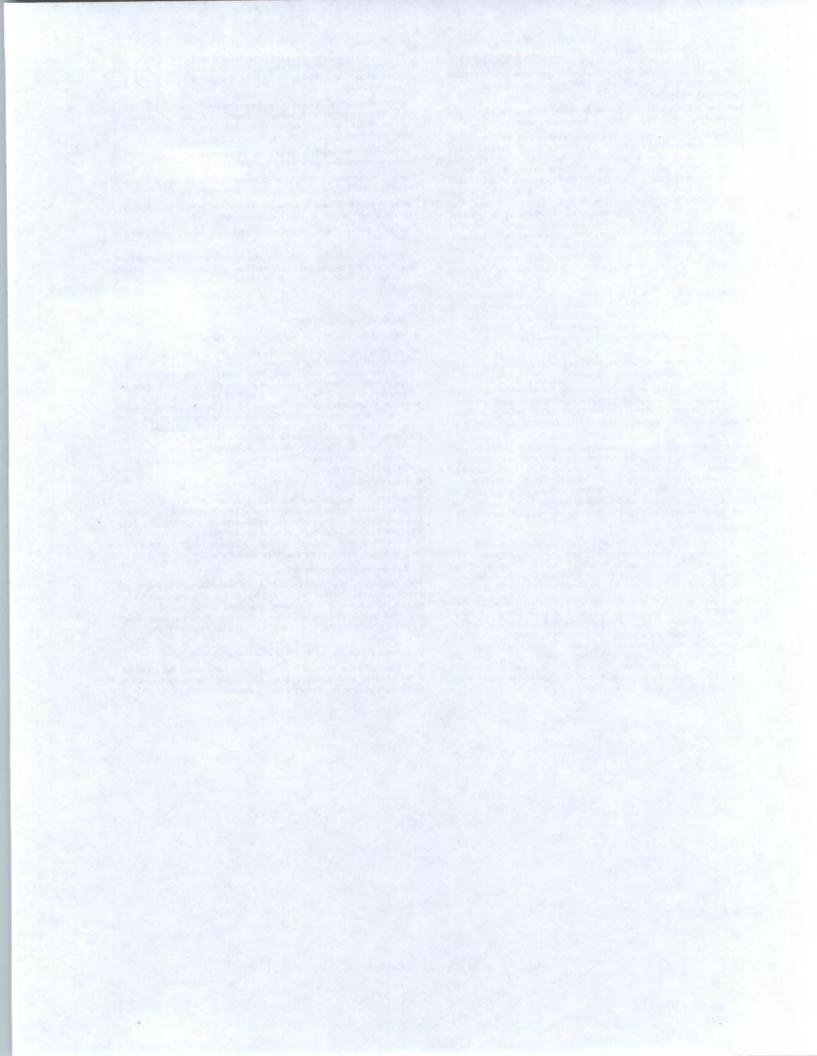
When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file swarn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the domaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

#### C. Excess Insurance - Coverage L.

With respect to loss orising out of the awnership, maintenance, operation, use, loading or unloading of (1) any automobile or midget automobile at the insured premises or (2) watercroft, or any land public conveyance, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

#### D. Excess Insurance - Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.





#### CONDITIONS APPLICABLE ONLY TO SECTION II

#### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the inswed in any suit defended by the company and all, interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such sult, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish ony such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accurrence for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the incured at the company's request, including actual lass of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

#### DEFINITIONS

When used in this policy (including endorsements forming a port hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"automobile hazard" includes bodily injury or property damage orizing out of:

- (1) the ownership, maintenance, operation, use, loading of un-
  - (a) any automobile owned or operated by or rented or louned to the named insured, or
  - (b) any other automobile operated by any person in the course of his employment by the named insured;

but this definition does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured.

(2) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or looned to the named insured;

"ballment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to corry out such purpose and to redeliver such property or otherwise dispose of it as provided.

44.0 "bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty mode at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or obandoned and occurs away from premises owned by ar rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) when the partian of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of only defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"damages" includes domages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property domage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any cor, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an outomobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for corrying property or a dumbwaiter used exclusively for corrying property and having a campartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on an adjacent to a natificial, (3) undertaking to indemnify a municipality required by municipal urdinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable in-

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sure ice coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machine ery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sale purpose of affording mobility to equipment of the fallowing types forming on integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical explanation and well servicing equipment;

"named insured" means the person or organization named in Item 1, of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than e vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to ar located for use of others but not sold;

"non-owned automobile hazard" means any outomobile other than an owned or hired automobile or, if the named insured is an individual, an automobile personally operated by the named insured or members of his family;

4.2 "occurrence" means an event, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"personal hazard" means any domestic activities of the insured, not in connection with the business of the insured;

""policy territory" means anywhere in the world; provided, howover, that: (1) resulting claims are asserted within the United Stores of America, its possessions, or Canada, and (2) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its passessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or worranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical passession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible Property:

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

Financial Responsibility Lows

Such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

Insured's Duties in the Event of Occurrence, Claim or Suit in the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, valuntarily make any payment, assume ony obligation or incur any expense other than for first aid to others at the time of an occurrence.

### Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after octual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance offorded by this policy. No person or organization shall have any right under this policy to join the company as a porty to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his lead representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder. and the second s

#### Other Insurance

If, applicable to the loss, there is any valid and collectible insuronce, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such lass; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to offord the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.

#### Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

#### Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitrotion proceeding.

In the event the policy is written without any insurance afforded under Section 1 - "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the insured as stated in the Declarations, otherwise such time shall be Noon Standard Time.

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# C-1599 11/70



GENERAL INSURANCE COMPANY OF AMERICA

Effective 11/1/71

This endorsement modifies such insurance as is allorded by the provisions of the policy relating to the following BLANKET LIABILITY INSURANCE — COVERAGES & AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE—COVERAGES & AND B
MANUFACTURERS: AND CONTRACTORS: LIABILITY INSURANCE
OWNERS: AND CONTRACTORS: PROTECTIVE LIABILITY INSURANCE
OWNERS: AND CONTRACTORS: PROTECTIVE LIABILITY INSURANCE
OWNERS: LANDLORDS: AND TENANTS: LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

COLORADO NEVADA **NEW MEXICO** VERMONT WYOMING

POLLUTION EXCLUSION

(a) "discharge of matter" means the emission of matter through its release, spillage teatage or by means of dumping emotiving, pumping or due to failure of any equipment or resulting from any other source or cause whatspeed.
(b) "matter" means any substance (gas, liquid, or solid) of any oe It is furifier agreed that this endorsement shall not apply to hability orising out of the ownership, maintenance or use of any automobile.

OREGON 1/5/71

It is agreed that the insurance does not apoly to Bodily Injury or Property Damage caused by or resulting from the discharge of matter fether during the policy period or prior to its commencement on or into water, land air or any other real or personal property, provided, however, that this endorsement shall not exclude in surance with respect to the discharge of matter, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

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All terms and conditions of the policy, issued by either SAFECO Insurance company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

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Anda H. Lewany

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C 1599 11/70

IDINTED IN . A

Identical to C-1599 9/70 except for addition of boldface type.

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DWEST'S



#### PERSONAL INJURY LIABILITY INSURANCE

#### 1. COVERAGE P-PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured.
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

#### 2. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### 3, LIMITS OF LIABILITY: INSURED'S PARTICIPATION

Regardless of the number of (a) insureds under this policy, (b) persons or organizations who sustain personal injury, or (c) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the declarations as "aggregate."

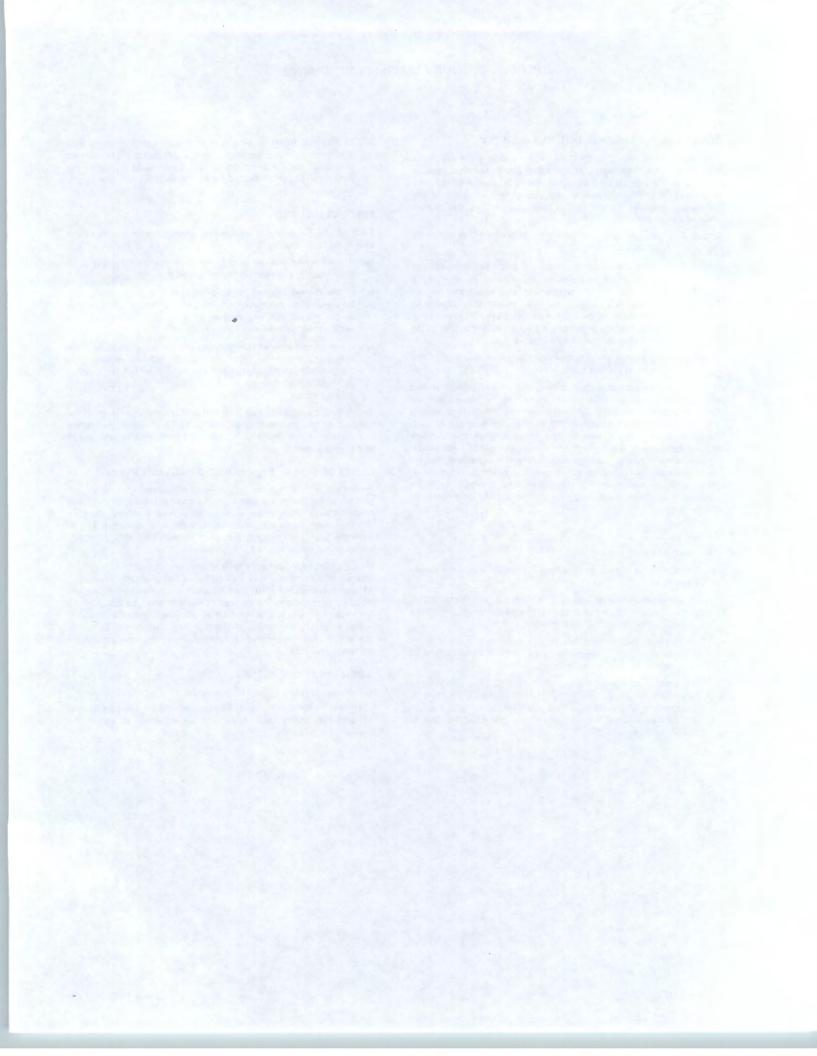
If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### 4. ADDITIONAL DEFINITION

When used in reference to this insurance.

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.







This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## PERSONAL INJURY LIMITATION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT EXCLUSION 'C' IS DELETED AS RESPECTS FORM C-1142 'PERSONAL IRABILITY SUPPLEMENT'

KB

All terms and conditions of the policy, issued by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

HA Hammerska SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY, WHEN POLICY IS ISSUED:

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

### ADDITIONAL INTEREST - OPERATIONS

It is agreed that such insurance as is afforded for bodily injury and property damage applies also to the person or organization designated below as an insured, but only with respect to (his) (its) liability for operations performed for such person or organization by or on behalf of the named insured, and general supervision thereof by such person or organization.

Description of Person or organization:

CITY OF PORTLAND AND ALL OTHER GOVERNMENTAL BODIES HAVING JURISDICTION IN THE AREA, THEIR OFFICERS, AGENTS AND EMPLOYEES AS RESPECT JOB \$12464 N.W. 107TH AVE., FROM N.W. ST. HELENS ROAD TO APPROXIMATELY 170 FEET EASTERLY

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE - COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' INSURANCE

# ADDITIONAL INSURED (Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partner-ship or joint venture, any partner or member thereof.

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All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

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COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED.

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## AMENDATORY ENDORSEMENT 'A' ADDITIONAL INTERESTS

TH CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN. IT IS AGREED THAT THE CITY OF PORTLAND, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS BUT ONLY AS RESPECTS ANY CLAIM OR CLAIMS FOR DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM OR GROWING OUT OF THE OPERATIONS OF THE NAMED INSURED UNDER A REVOCABLE PERMIT FROM THE CITY OF PORTLAND AS AUTHORIZED BY ORDINANCE #109387 FOR THE USE OF EXISTING ACCESS ROADS AND THE CONSTRUCTION OF TWO AUXILIARY SPUR ROADS IN THE BULL RUN RESERVE.

All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

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W D HAMMERSLA, SECRETARY
COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

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#### AMENDATORY 'B'

"WITHOUT PREJUDICE TO COVERAGE OTHERWISE EXISTING HEREIN, THE CITY OF PORTLAND AND ALL OTHER GOVERNMENTAL BODIES HAVING JURISDICTION IN THE AREA. THEIR OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSUREDS UNDER THIS POLICY AS TO ANY CLAIM OR CLAIMS FOR INJURY TO PERSON, INCLUDING DEATH, OR DAWAGE TO PROPERTY. RESULTING FROM OR GROWING OUT OF THE OPERATIONS OF THE NAMED INSURED UNDER CONTRACT WITH THE CITY OF PORTLAND FOR FURNISHING AND DELIVERING LANDFILL COVER MATERIAL F.O.B. ST. JOHNS FILL, 9360 M. SWIFT BLVD., PORTLAND, OREGON FOR THE DIVISION OF REFUSE DISPOSAL, DEPARTMENT OF PUBLIC WORKS OF CITY, IN ACCORDANCE WITH THE SPECIFICATIONS CITED IN SAID CONTRACT, DURING THE PERIOD FROM DATE OF SAID CONTRACT THROUGH DECEMBER 31. 1973.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT TERMINATE OR BE CANCELLED PRIOR TO COMPLETION OF SAID CONTRACT WITHOUT FIRST GIVING THIRTY (30) DAYS! WRITTEN NOTICE OF INTENTION TO CANCEL OR TERMINATE SAID POLICY TO THE AUDITOR OF THE CITY OF PORTLAND.

NOTWITHSTANDING THE NAMING OF ADDITIONAL INSUREDS, THE POLICY SHALL PROTECT EACH INSURED IN THE SAME MANNER AS THOUGH A SEPARATE POLICY HAD BEEN ISSUED TO EACH: BUT NOTHING HEREIN SHALL OPERATE TO INCREASE THE INSURER'S LIABILITY AS SET FORTH ELSEWHERE IN THE POLICY BEYOND THE AMOUNT OR AMOUNTS FOR WHICH THE INSURER WOULD HAVE BEEN LIABLE IF ONLY ONE PERSON OR INTEREST HAD BEEN NAMED AS INSURED."

All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amerided by this endorsement,

INSURED		COVER AGE	OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	PREMIUM	ADDITIONAL FREMIUM
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#### LIMITATION TO OFFICE EQUIPMENT ENDORSEMENT

In consideration of the premium for this policy, it is agreed that the Insuring Agreements are amended to read as follows:

To pay for loss by burglary or by robbery of a watchman, while the premises are not open for business, of office equipment within the premises, and for damage to the premises and the exterior thereof, and to the insured property therein by such burglary, robbery of a watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof, the insured is the owner of the premises or is liable for such damage. The term "office equipment" means office machines, supplies, furniture, fittings, fixtures and books, but shall not include stock in trade, personal effects and postage or revenue stamps or any substitutes therefor.

The coinsurance requirement shall not apply.

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

Inda H. Lacary PRESIDENT

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

### BLANKET LIABILITY INSURANCE COVERAGES A, B, C, D AND L

#### AMENDATORY ENDORSEMENT

The policy is amended by deleting therefrom Exclusion (h), relating to an assumption of liability by the insured for the professional services of an architect, engineer or surveyor.

RB.

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

It Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Findh A. Lucarry PRESIDENT

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# BLANKET LIABILITY INSURANCE - COVERAGES A & B COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

# ADDITIONAL INSURED (Vendors - Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

- 1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor.
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
    - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

COMPLETE THE FOLLOWING IF NOT ATTACKED TO POLICY WHEN POLICY IS ISSUED:

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# BLANKET LIABILITY INSURANCE GROWERS' & RANCHERS' LIABILITY INSURANCE

#### LOGGING PROPERTY DAMAGE ENDORSEMENT B.

It is agreed that with respect to logging or mill operations of the **insured**, or operations incidental thereto, that:

#### FIRE FIGHTING EXPENSE

 the company will pay any fire fighting expense incurred by others for which the insured is legally liable solely by reason of such expense having been incurred as a direct consequence of fire resulting from and immediately attributable to an occurrence directly connected with logging operations of the insured; provided that the limits of liability or any deductible applicable to property damage (other than automobile) applies to this coverage, but this provision shall not operate to increase the limit of the company's liability;

#### VEHICLES - TIMBER

- exclusions (d) (3) and (d) (4) of the policy are deleted as respects coverage for:
  - (a) trucks, trailers, or railroad cars while being loaded or unloaded and
  - (b) timber lands, standing timber and felled or bucked timber,

#### **EXCLUSIONS**

- such insurance as is afforded by this endorsement does not apply to:
  - (a) property in the possession of the insured for sale, storage, processing, safekeeping or repair;
  - (b) any person other than the named insured or his employees, while vehicles used in logging operations are being loaded or unloaded;
  - (c) timber while being felled or bucked, logs while being yarded or transported to loading point, or being loaded;

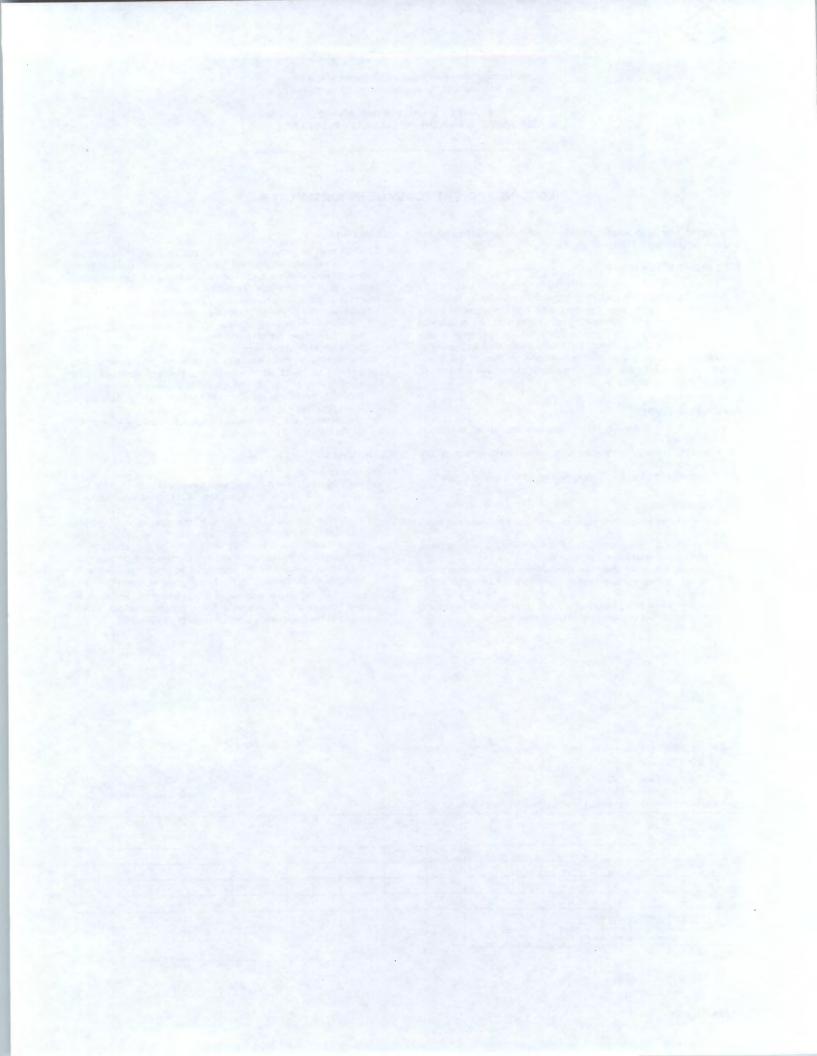
#### DEDUCTIBLE

- 4. \$250.00 shall be deducted from the total amount of all sums for which the insured shall be held liable for property damage (other than automobile) on account of each occurrence causing injury or damage to any vehicle (including its trailer) used in logging operations and arising out of the loading and unloading of such vehicles by or on behalf of the insured, provided that:
  - (a) the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each occurrence;
  - (b) the company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company;
  - (c) the terms of the policy apply irrespective of the application of the deductible amount:

#### WARRANTIES

- 5. the insured warrants that:
  - (a) slash shall be purned only at such times and under such conditions as the proper state or federal officials may approve, direct or provide;
  - (b) all felling and bucking of timber, the operation of logging equipment (other than operations of the equipment while being used in road building operations or the operation of trucks or logging railroads) and the loading and unloading of logs shall be completely suspended at all times when such suspensions are directed by the proper state or federal officials.
- A breach of the above warranties shall render the insurance afforded hereunder null and void for the period of the breach, unless such breach is beyond the control of the insured.

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This agreement modifies such insurance as is afforded by the provisions of the policy relating to Automobile Insurance.

SAFECO Insurance Company of America — As Insurer

It is agreed that SAFECO Insurance Company of America shall replace General Insurance Company of America as the insurer for all insurance provided in this policy for the automobile hazard.

SAFECO Insurance Company of America

GORDON H. SWEANY PRESIDENT

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General Insurance Company of America

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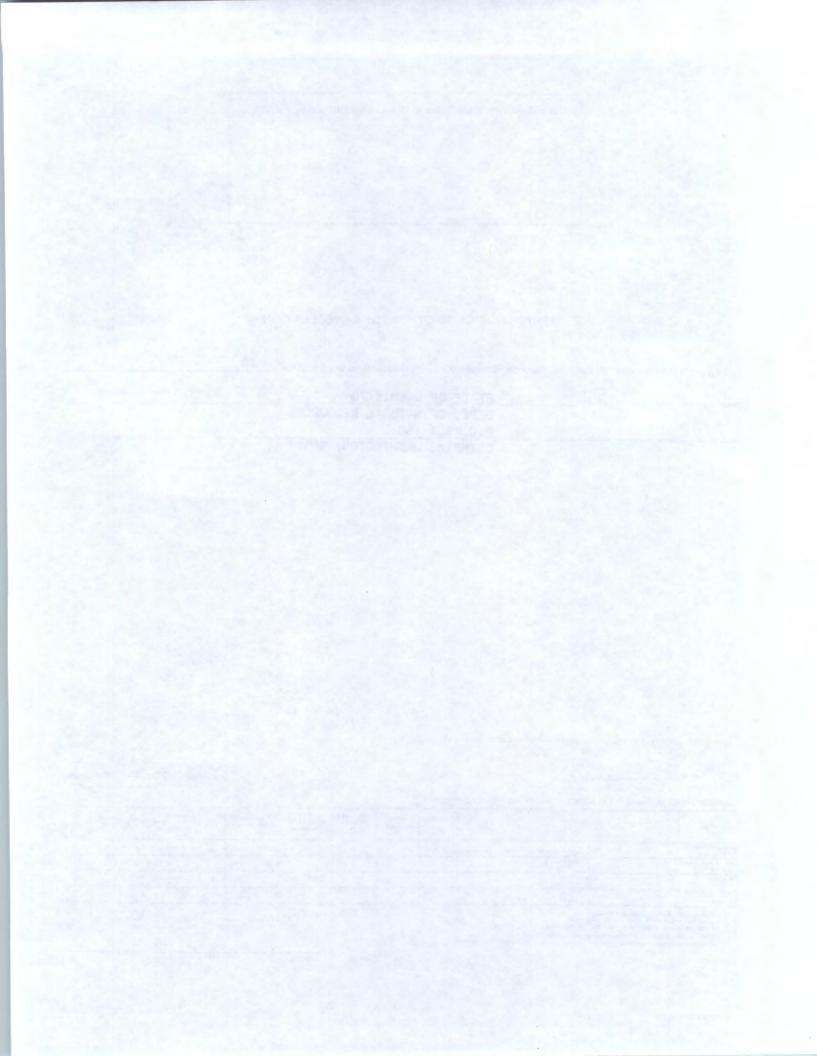
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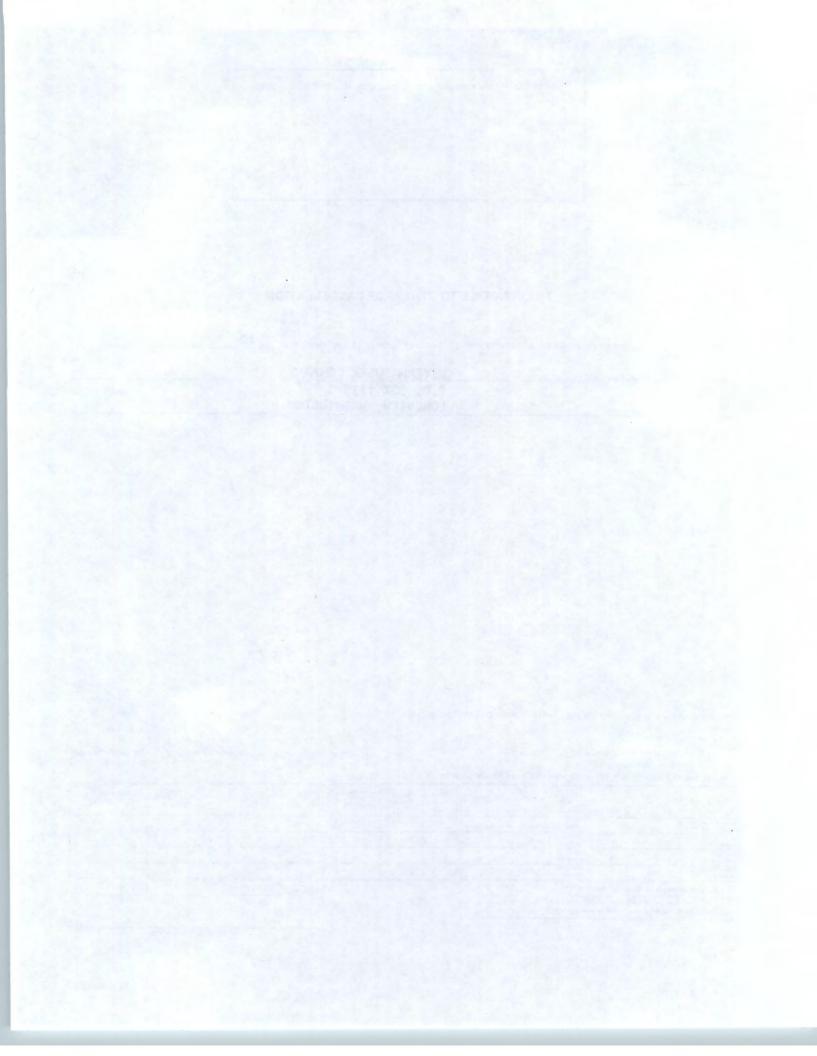


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**EFFECTIVE:** 

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CONDITIONS FORM:

OTHER FORM:

POLLUTION EXCLUSION:

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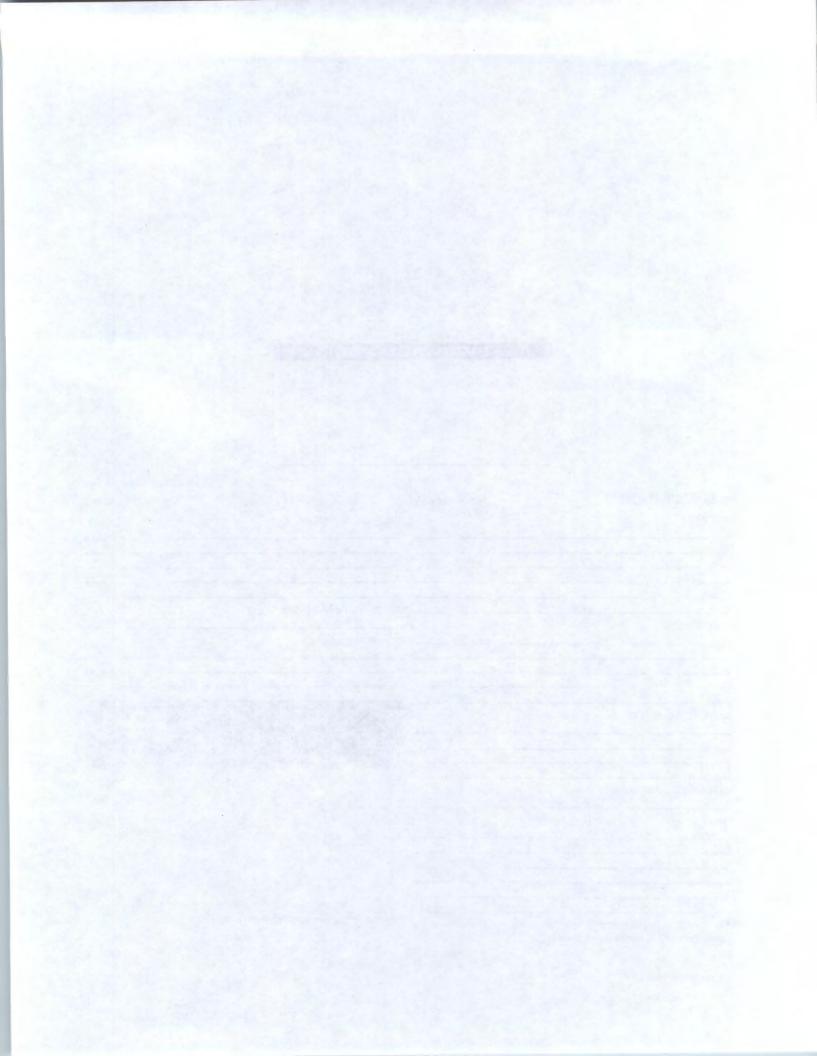
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LIABILITY			OTHER INSURANCE		
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### GENERAL INSURANCE COMPANY OF AMERICA

(A stock insurance company, herein called the company)



# COMMERCIAL POLICY CONDITIONS APPLICABLE TO ALL SECTIONS

AGREES with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, amounts of insurence, exclusions, conditions and other terms of this policy to insure the insured in occordance with the pravisions of the schedule or schedules attached hereto and made a part hereof.

A. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- B. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.
- C. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections not the making thereof not any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Cancellation: This policy may be concelled by the named insured by surrender thereof to the company or any of its authorized agents at by mailing to the company written notice stating when thereofter the cancellation shall be effective. This policy may be concelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such concellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed proton. Premium adjustment may be made either at the time cancellation is effected at as soon as practicable after cancellation becomes effective, but payment at tender at uncarned premium is not a condition of concellation.

E. Deferred Premium Payment Plan: If the insured elects to pay the premium in equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable. Defoult in making any payment shall be construed as a request of the insured to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the insured, comply with the said request.

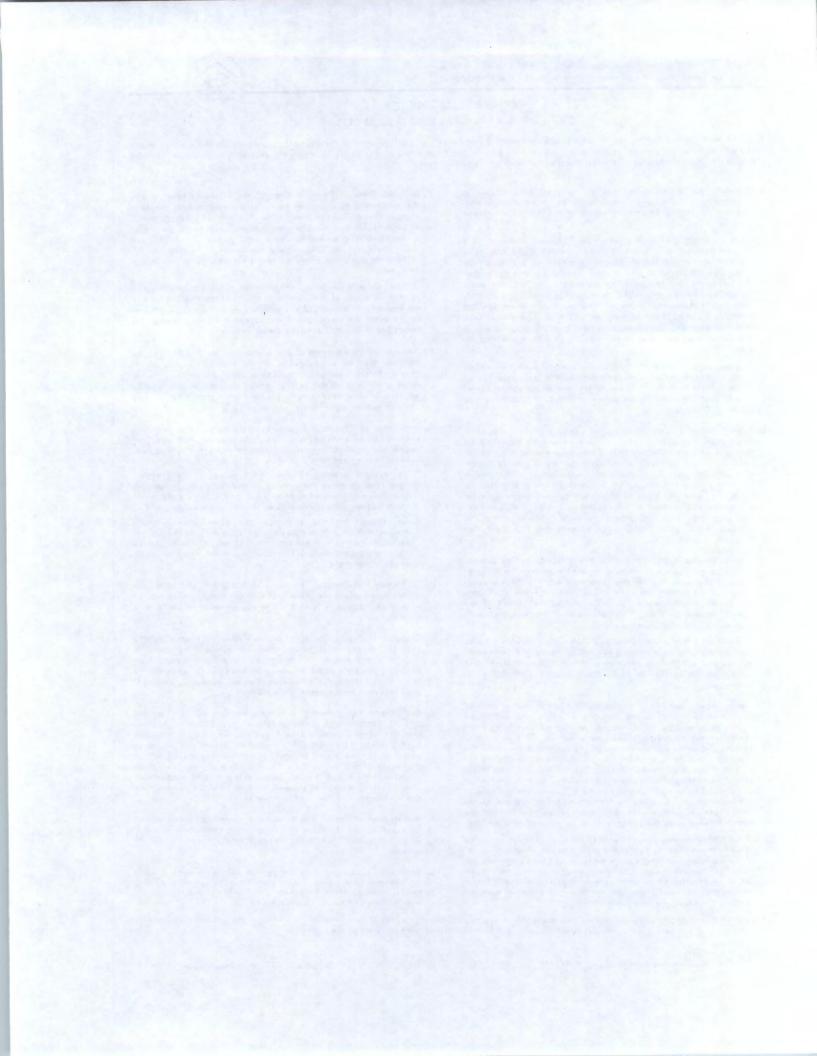
If this policy is canceled, either at the request of the insured or at the election of this company, this company shall refund to the insured only the excess of paid premium overearned premium. In the event the earned premium exceeds the paid premium the insured shall pay this company the difference.

- F. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to projudice such rights.
- G. Impairment of Recovery: Except os noted below, this company shall not be bound to pay ony loss if the insured shall have impaired any right of recovery for loss to the property insured; however it is agreed that:
  - As respects property while on the premises of the insured, permission is given the insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
  - As respects property in transit, the insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- H. Conformity With Statute: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.
- 1. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- J. Assignment: Assignment of interest under this policy shall not bind the compony until its consent is endorsed herear, if, however, the named insured shall die, such insurance as is afforded by this palicy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scape of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the adminiment and qualification of the legal representative.
- K. Modification of Terms: Any provisions contained in this policy for supplements, schedules and endorsements attached theretal which are in conflict with conditions A turo J above are hereny waived.
- Extension: If coverage provided by this policy replaces a similar coverage of a policy expiring on the effective date of this policy, then coverage hereunder shall be extended to the expiration time of the policy so replaced.

IN WITNESS WHEREOF, General Insurance Company of America has coused this policy to be signed by its president and secretary of Secrete. Washington, and countersigned on the declarations page by a culty authorized representative of the company.

Hammerala SECRETARY

Sola H. Leveny PRESIDENT





# BLANKET LIABILITY INSURANCE

(COVERAGE SUPPLEMENT)

1. COVERAGE A - BODILY INJURY - except Automobile

COVERAGE B - PROPERTY DAMAGE - except Automobile

COVERAGE C - BODILY INJURY - Automobile

COVERAGE D - PROPERTY DAMAGE - Automobile

COVERAGE L - PERSONAL LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or praperty damage, even if any of the allegations of the suit are groundless, false at fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury or property domage included within the war hozard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (b) to any abligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unamployment compensation or disability benefits law, or under any similar law;
- (c) to bodily injury to any employee of the insured orising out of and in the course of his employment by the insured; but this exclusion does not apply to (1) any damestic employee, or (2) liability assumed by the insured under any contract;
- (d) to property domage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured, except domage to a rented residence or private garage caused by a private possenger automobile; (3) to property under boilment to the insured (except injury to a destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (a) upon which operations are being performed by ar on behalf of the insured, or (b) out of which such injury or destruction arises; (5) to premises aliented by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) to work performed by or on behalf of the named insured arising out of the work or any partion thereof, or out of materials, parts or equipment furnished in connection therewith:

But parts (2) and (3) of this exclusion do not apply under Coverage L to property damage included within the fire hazard;

- (e) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; out this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (f) to damages, because of property damage, due:
  - ii) to the cost of repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the named insured or defective work completed by or for the named insured;
  - (2) to the loss of use of any such defective goods or products or completed work, or to damages resulting from the loss of use of such defective goods or products or completed work;
- (g) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property.

- of which such products or work form a part, if such products, work or property ore withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (h) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property domage arising out of professional services performed by such insured or indemnitee, including

 the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and

- (2) supervisory, inspection or engineering services.
- (i) to bodily injury or property damage arising out of the owner-ship, mointenance, operation, use, looding or unloading of (1) any circraft owned or operated by or rented or looned to the named insured, or (2) ony other circraft operated by any person in the course of his employment by the named insured;

But this exclusion does not opply under Coverage L to bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircroft:

 under Coverage L, to any liability or injury arising out of or in connection with any business, or the rendering or amission of any professional services, or the automobile hazard.

#### II. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

#### Exclusions

This insurance does not opply

#### (a) to bodily injury

- (1) orising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - (ii) any other automobile or aircraft operated by any person in the course of his employment by the named insured; but this exclusion does not apply to the parking of adaptomobile on the insured premises, if such automobile is not owned by arrented or loaned to the named insured;
- (2) arising aut of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury occurs away from the insured premises; or
- (3) orising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

### (b) to bodily injury

- included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance ar regulation, (ii) to a minor, (iii) to a person under the influence of clachol or (iv) which causes or contributes to the intustication of any person; but this exclusion (b) (3) applies only if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;
- (4) included within the war hazard;

- (c) to bodily injury
  - (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
  - (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
  - (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
  - (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
  - (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### 111. COVERAGE M - PERSONAL MEDICAL PAYMENTS

The company will pay to ar for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident an account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises or (b) is sustained elsewhere and (1) arises out of a condition in the insured premises or the ways immediately adjaining on land, or (2) is caused by any insured, by any domestic employee in the course of his employment by an insured, or by any onimal awned by or in the care of any insured or (3) is sustained by any domestic employee and orises out of and in the course of his employment by any insured.

#### Exclusions

This coverage does not apply:

- (a) to bodily injury arising out of any act or amission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any domestic employee arising out of and in the course of his employment by any insured;
- (b) to bodily injury arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of ar failing to render professional services;
- (c) to bodily injury included within (1) the aircraft or automobile hazard or (2) the war hazard;
- (d) to bodily injury to any person, including a domestic employee, if any person or organization has a policy providing warkmen's compensation or accupational disease benefits for such bodily injury or if benefits for such bodily injury are in whale or in port either payable or required to be provided under any warkmen's compensation or occupational disease law;
- (e) to bodily injury to (1) any insured under parts (1) and 4(a) of "Persons Insured", (2) any person, other than a domestic employee, regularly residing on any part of the insured premises or (3) any person while on the insured premises because business pursuits are conducted or professional services are rendered on the insured premises.

### IV. COYERAGE N - PHYSICAL DAMAGE TO PROPERTY

The company will at its action either (a) pay for the actual cash value of property physically injured or destroyed during the policy testod by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's hability under Coverage N for "each occurrence" shall not exceed \$250.00.

#### Exclusions

This coverage does not apply to injury or destruction:

(c) of property owned by or rented to any insured, any tenant of any insured or any resident of the named insured's household;

- (b) caused intentionally by a insured over twelve years old;
- (c) arising out of (1) any act or omission in connection with premises (other than the insured premises) award, rented or controlled by any insured, (2) business pursuits or professional services or (3) the awareship, maintenance, operation, use, loading or unloading of any land mater vehicle, trailer or semitrailer, form machinery or equipment, aircraft or watercraft.

#### V. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- I, the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- 2. for Coverages A and B
  - (a) if the named insured is designated in the declarations as
    - a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
    - (2) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (b) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (c) with respect to the operation, for the purpose of locamation upon a public highway, of mobile equipment registered under any mater vehicle registration low,
    - an employee of the named insured while operating any such equipment in the course of his employment, and
    - (2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (c) with respect to:

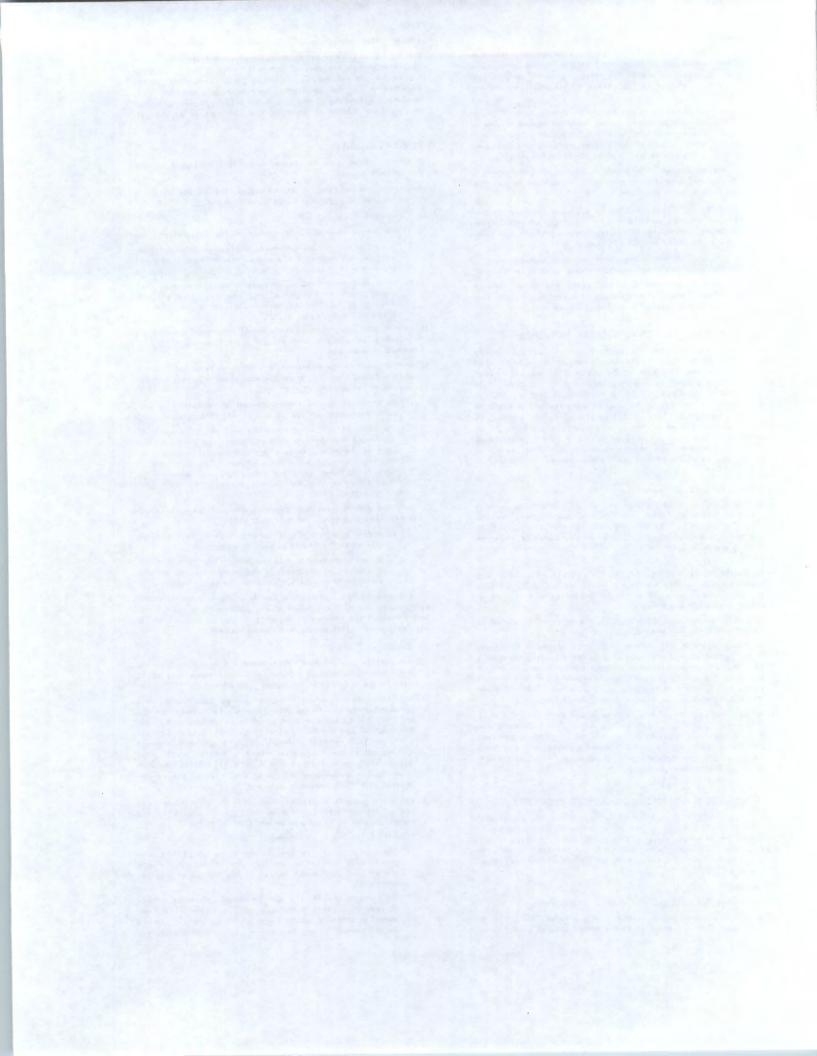
- (i) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (ii) property damage to property owned by, rented to, in charge of ar occupied by the named insured or the employer of any person described in subporagraph (2).

This insurance does not apply to bodily injury or property damage orising out of the conduct of any portnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

- 3. for Coverages C and D
  - (a) any partner or executive officer thereof, but with respect to a non-owned outomabile only while such automobile is being used in the business of the named insured;
  - (b) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scape of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lessee or borrower of the outomobile, or (2) on employee of the named insured or of such lessee or borrower;
  - (c) any other person or organization but only with respect to his or its liability because of acts or amissions of the named insured or an insured under (a) or (b) above.

None of the following is an insured:

- any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his enployment;
- (2) the owner or lessee (of whom the named insured is a sublessee) of a hired automobile, or the owner of a nonowned automobile, or the owner of an automobile leased under contract for one year or more to the named insured,



- . Duy again or employr any such owner or lessee.
- (3) on executive officer with. Pect to an automobile owned by him or by a member of his household;
- (4) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, on automobile owned by or registered in the name of a partner thereof, unless such partner is named as an individual named insured.

#### 4. for Coverages L, M and N

- (a) if residents of the named insured's household, his spouse, the relatives at either, and any other person under the age of twenty-one in the care of any insured;
- (b) under Coverages L and M, with respect to animals and watercroft owned by any insured, any person or arganizatron legally responsible therefor, except a person using or having custody or possession of any such animal or watercraft without the permission of the owner;
- (c) under Coverages L and M, with respect to farm tractors and trailers and self-propelled or mater or animal drawn farm implements, any employee of any insured while engaged in the employment of the insured.

#### VI. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, or (2) automobiles to which this policy applies, the camoony's liability is limited as follows:

#### Coverages A, B, C and D -

- A. Divided Limits Plan
- (1) The limit of bodily injury liability expressed in the additional declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence". The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within of bodily injury liability stated in the declarations as "agregate".
- (2) The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declorations as opplicable to "each occurrence". The total liability of the company far all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

Such aggregate limit shall apply separately with respect to each project away from premises awned by ar rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

### B. Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the additional declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

(a) with respect to all damages included within the (1) completed operations hazard and the (2) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;

- (b) with respec and damages arising out of property damage (other than anobile, the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (c) with respect to any accurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of fiability shall not be reduced.

For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one achident; but subject to the above provision respecting "each person.", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

#### Coverage L -

The limits of liability offorded far Coverages A and B shall apply to Coverage L, provided the limits of liability so afforded shall not be less than: \$25,000 per person and \$25,000 each occurrence for bodily injury; \$25,000 each occurrence for property damage liability; or if combined limits, \$25,000 each occurrence.

#### Coverage M -

The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability under Coverage M for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Coverage M for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each occident".

# Coverage E and M -

When more than one medical payments coverage afforded by this palicy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

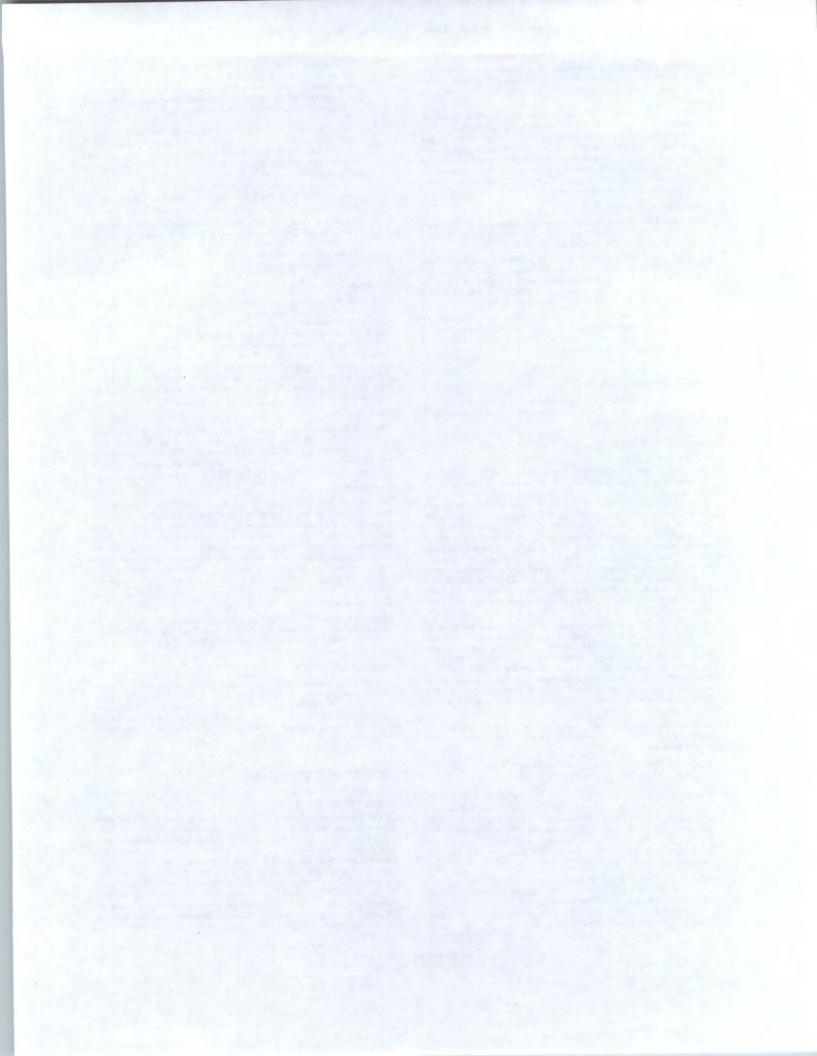
#### VII. POLICY PERIOD

This insurance applies only to bodily injury or property damage which occurs: (1) for Coverages A, B, C and D, during the policy period within the policy territory; (2) for Coverages L and M, during the policy period; (3) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

#### VIII. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"aircraft or automobile hazard" includes bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or midget automobile; but this hazard does not include (1) bodily injury to an domestic employee orising out of and in the course of his employement by any insured except while such employee is engaged in the operation or maintenance of aircraft or (2) except with respect to aircraft, bodily injury or property damage occurring on the insured premises or the ways immediately adjoining on land or out of the operations of independent contractors involving an



automobile or midget automobile not owned or hired by the insured or used in connection with his business pursuits or in the rendering of professional services or (4) bodily injury or property domage arising out of the use of a land public conveyance by the insured as a possenger;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking outomobiles;

"business" means any professional, commercial accupation or industrial enterprise, except (1) activities which are ordinarily incident to non-business pursuits; (2) activities of an incidental business nature (not the regular business or accupation of an insured) while conducted on the insured premises or on vocant land owned or rented to an insured; (3) one, two, three or four family dwellings (including outbuildings), farms and form land when such are rented or held for rental to others by an insured; (4) acts or activities of the named insured or spouse incident to his or her employment by another, except (a) while operating commercial or industrial mechinery or equipment; or (b) while engaged in rendering professional services (other than teaching); or (c) while holding an elective or appointive office of a municipal, county, state or federal government;

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shell not be construed as including liability under a warranty of the timess or quality of the named insured's products or a warranty that work performed by ar on behalf of the named insured will be done in a warkmonlike manner.

"domestic employee" means on employee of an insured performing duties not in connection with the business of the insured;

"fire hazord" includes property domage to any premises not owned by an insured and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smake or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) a portner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted on operating allowance of any sort for the use of such automobile; "insured premises"

- (a) for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition; owned by a rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining an land;
- (b) for Coverages L, M and N, means (1) all premises where the named insured or his spause maintains a residence and private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except which tarms, (2) individual or family cemetery plots or burjal vaults, (3) premises in which an insured is temporarily residence.

ing, if not owned by an insured, and (4) vacant land, other than form land, owned by ar rented to an insured;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services:

"midget automobile" means a land matar vehicle of the type commonly referred to as a "midget automobile", "kart", "ga-kart", "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"non-owned automobile" means on automobile which is neither on owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or more to the named insured;

"private passenger automobile" means a four wheel private passenger, station wagon or jeep type automobile;

"trailer" includes semitrailer but does not include mobile equipment:

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or candition incident to any of the foregoing.

#### IX. ADDITIONAL CONDITIONS

#### A. Medical Reports; Proof and Poyment of Claim

As soon as practicable the injured person or sameone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute outhorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the campany when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

#### B. Insured's Duties When Loss Occurs - Coverage N.

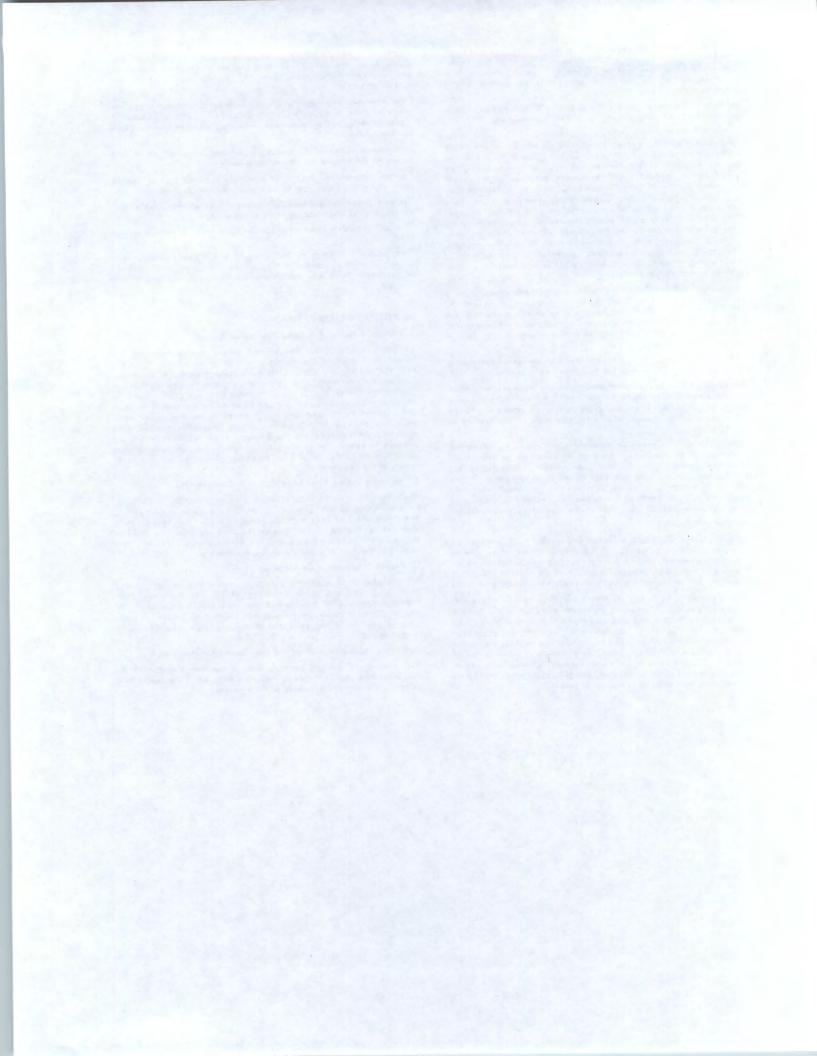
When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file swarn proof of loss with the company within ninety-ane days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect therato.

# C. Excess Insurance - Coverage L.

With respect to loss orising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or midget automobile at the insured premises or (2) watercroft, or any land public conveyance, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

#### D. Excess Insurance - Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.





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#### CONDITIONS APPLICABLE ONLY TO SECTION II

#### SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on oppeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cast of boil bands required at the insured not to exceed \$250 per boil bond, but the campany shall have no obligation to apply for at furnish any such bands;

reinge ...

- (c) expenses incurred by the insured for first aid to others of the time of an occurrence for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparotus attached thereta), but does not include mobile equip-

"automobile hazard" includes bodily injury or property domage arising out of the awnership, maintenance, operation, use, loading or unlooding of

- (1) any automobile owned or operated by or rented or loaned to the nomed insured, or
- (2) ony other automobile operated by ony person in the course of his employment by the nomed insured;

but this definition does not apply to the policy of an automobile on premises owned by, rented to ar controlled by the named insured or the ways immediately adjoining, if such outomobile is not owned by at rented or looned to the named insured.

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to corry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"bodily injury" means bodily injury, sickness or disease susloined by ony person;

"completed operations hazard" includes bodily injury and properry damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property domage occurs after such operations have been completed or abandoned and occurs away from premises award by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been com-
- (3) when the portion of the work out of which the injury or domage orises has been put to its intended use by ony person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the some project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deliciency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property domage orises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment ar abandoned or unused moterials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed opcrations :

"damages" includes damages for death and for care and loss of services resulting from bodily injury and domages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a had or material hoist used in olteration, construction or demolition operations, or an inclined conveyor used exclusively for corrying property or a dumbwaiter used exclusively for corrying property and having a compariment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"incidental contract" means any written (1) lease of premises, (2) cosement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrock agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance alforded applies separately to coch insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability,

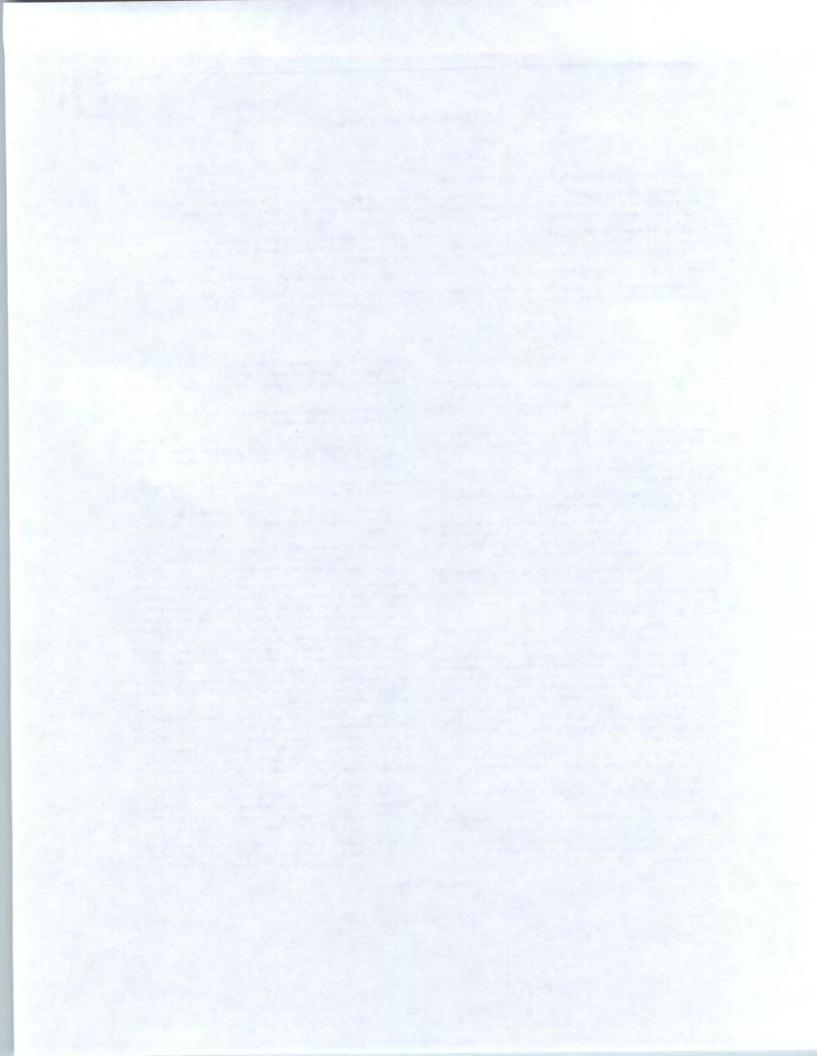
"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereta), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for

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Section 11 - Conditions

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use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed lor use principally off public roads, or (4) designed or maintained for the sale purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power crones, shovels, fooders, diggers and drills, concrete mixers (other than the mix-in-transit type); groders, scropers, rollers and other road construction or repair courpment; cir-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the deciarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such contoiner, rented to or located for use of others out not sold;

" "accurrence" means on event, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the sionopoint of the insured;

"personal hazard" means any domestic or non-business activities of the insured.

"policy territory" means anywhere in the world; provided, however, that: (1) resulting claims are asserted within the United States of America, its possessions, or Conoda, and (2) it shall apply to suits and juagments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage orising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereta, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and ofter physical passession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

## Financial Responsibility Laws

ent Such insurance as is offorded by this policy for bodily injury liability or for property domage liability shall comply with the prome visions of any motor vehicle financial responsibility low to the extent of the coverage and limits of liability required by such low but in no event in excess of the limits of liability stated in this policy.

#### Insured's Duties in the Event of Occurrence, Claim or Suit

In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information . "h respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from orising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, commons or other process received by him or his representative. ?

The insured shall enoperate with the company and, upon the comparty's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property domage with respect to which insurance is offorded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except of his own cost, voluntarily make any payment, assume ony obligation or incur any expense other than for first aid to others at the time of an occurrence.

#### Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimont and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereofter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations becaunder.

#### Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, availoble to the insured (in this or any other carrier), there shall be clause no insurance offorded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liobility offorded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitrotion proceeding.

#### Policy Term

In the event the policy is written without any insurance offorded under Section 1 - "Property" of the policy, the inception and experation time shall be 12:01 A.M. Standard Time at the address of the insured as stated in the Declarations, otherwise such time shall be Noon Standard Time.

POLICY:

EFFECTIVE:

BLP232479

4/23/66-4/23/67

LIABILITY FORM:

**CONDITIONS FORM:** 

OTHER FORM:

POLLUTION EXCLUSION:

C-10 1/65

**INCLUDED IN C-10** 

NONE

**NONE** 



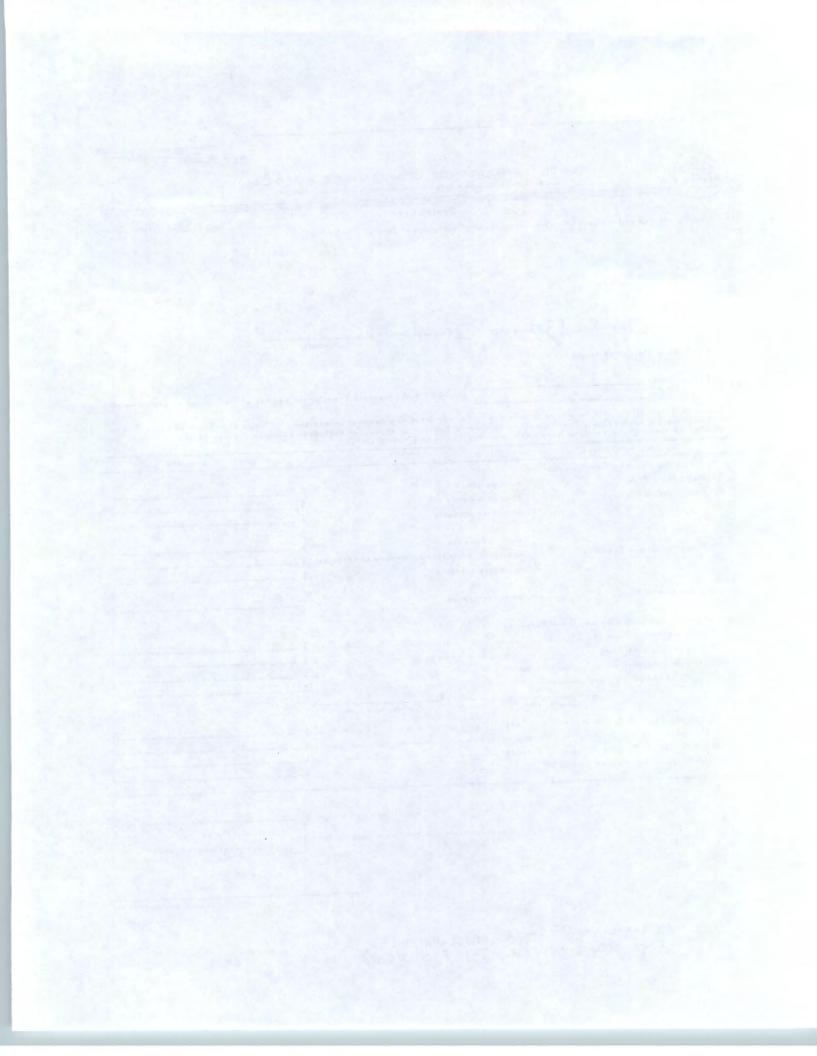


# GENERAL INSURANCE COMPANY OF AMERICA

Home Officer 4347 Breaklyn Ave. N.E., Southle, Washington 98103 (A Stack Insurance Company)

Declarations	Blanket Liability Policy
r, Street, Town, County, State, Zone or Zip Code)	Didiker Libbility Folicy
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	MPP ACCOUNT NO.
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Permership Corporation (ather)	<del></del>
	1989888
12:01 A.M., Standard Time, at the	address of the insured as stated herei
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it of the company's liability on account of each such s	overage shall be as stated herein, su
plament attached having reference thereto.	
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surance Per cent)  (Co-insurance Limit)  Employees - Option A - Option B \$	
surance Per cent)  (Corinsurance Limit)  Employees - Option A - Option B S.  Paper Currency	
surance Per cent)  (Co-insurance Limit)  Employees - Option A - Option B \$	
	Partnership   Corporation   (ather)    12:01 A.M., Standard Time, at the list of forded under any insuring agreement unless specified the company's liability on account of each such eplament attached having reference thereto.

c. 10 RIS 1/65 (Change in DEC page only from the C-10 RIS 3/64)



# GENERAL IN JEANUE COMPANY LE AMERICA

HOME OFFICE: 4347 BROOKLYN AVE. N.E. SEATTLE 5, WASHINGTON

(A stock insurance company herein called the company)

. AGREES, with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

I. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

To pay, subject to provisions of the Limits Plan for which limits of liability are shown on the declarations, on behalf of the insured, all sums which the insured shall become legally obligated to pay as damages because of an occurrence which causes bodily injury, sickness or disease, including death at any time resulting therefrom, (herein called "bodily injury") sustained or alleged to have been sustained by any person or persons, or injury to or destruction of property, (herein colled "property damage"); further, to detend any suit against the insured in which such damages are sought, reserving to the company the right to investigate, negotiate and settle ony claim or suit as it desires. Supplementary Payments:

With respect to the insurance afforded under this insuring Agreement, to pay in addition to the limit of liability:

1. all expenses incurred by the company; all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or de-

posited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

2. premiums;

(a) on appeal bands required in any such suit,

(b) on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy,

(c) not to exceed \$250 on each bail band,

but without any obligation to apply for an furnish any such bonds; 3. expenses incurred by the insured for first aid to others who sustain bodily injury in an occurrence to which this policy applies;

4. oil reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

II. LOSS OF MONEY AND SECURITIES AND OTHER PROPERTY:

To pay for any loss sustained by the insured, subject to the provisions of the Supplement entitled "Special Burglary and Robbery" or "Comprehensive Dishonesty, Disappearance and Destruction," whichever is orrached hereta.

#### . EXCLUSIONS

This policy does not apply;

(a) (1) is domoges because of bodily injury sustained by an employee (except domestic) of the insured arising out of and in the course of his employment, except liability assumed under written contract other than an agreement between the insured and any employee or his repre-sentative; or (2) to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:

(b) to the ownership, maintenance, operation, use, loading or unloading of oircraft, except with respect to operations performed by independent

contractors;

(c) to property domage: (1) to property owned, transported by, occupied by or rented to the insured, except damage to a rented residence or private garage caused by a four wheel private passenger, station wagon or jeep type automo-

(2) to property under boilment to the insured (except injury to or destruction of such property orising out of the use of elevators or escolators or to liability assumed under side-track agreements);

7:(3) to that particular part of any property (a) upon which operations are being performed by or on behalf of the insured, or (b) out of which such injury or destruction arises;

(4) to any goods, products or containers thereof monufactured, sold, handled or distributed or premises alienated by the named insured, or

work completed by or for the named insured, out of which the accurrence arises;
(d) to damages, because of property damage, due:

(1) to the cost of repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the named insured or defective work completed by or for the named insured;

(2) to the lass of use of any such defective goods or products or compieted work, or to damages resulting from the loss of use of such defective goods or products or completed work;

(3) to any lass or damage which is caused by improper or inadequate performance, design or specification, or nonsuitability for its intended purpose, of such goods or products or completed work unless there is actual physical damage to other tangible property, other than physical damage caused or necessitated by the repair or replacement of such

goods or products or completed work;
(4) to loss or damage to intangible property, including property rights, unless it results from actual physical damage to tangible property with respect to which insurance is afforded under this policy;

(e) to bodily injury or property domage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under ony contract or agreement or (2) expenses under any Supplementary Payments provision;

(f) to bodily injury or property domage caused intentionally by or at the direction of the insured.

#### CONDITIONS

1. Limits of Liability.
(a) Divided Limits Plan.
(1) The limit of bodily injury liability expressed in the declarations as applicable to "each person" is the limit of the company's liability for all damages arising out of bodily injury of one person in any one accurrence; the limit of such liability expressed in the declarations as applicable to "each accurrence" is, subject to fine the accurrence is a subject to fine the accurrence. actorations as approached each accorrence is, such as to the com-pany's liability for all damages arising out of bodily injury of two

or more persons in any one occurrence..
(2) The limit of liability expressed in the declarations as "aggregate products" is the total limit of the company's liability during

(3) The limit of property domage liability expressed in the declara-tions as applicable to "each accurrence" is the limit of the com-pany's liability for all damages arising out of property damage resulting from any one accurrence whether the property of one or more than one claimant.

(4) The limit of property domoge liability expressed in the declorations as "aggregate (other than automobile or products)" is the total limit of the company's liability during any one policy year for all domages arising out of property domage caused as aforeso of admages arising out of property domage caused as diotersaid whether as the result of one or more than one occurrence. Subject to the limit of liability with respect to "each occurrence" the limit of liability, if any, stated in the declarations as "aggregate" (ather than automobile or products) is the total

limit for said coverage, but said aggregate limit shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured. Aggregate limits of liability as stated in this policy shall apply separately to each annual calicy neriod.

1b) Combined Limits Plan.

The limit of habitly under the Combined Limits Plan ex-

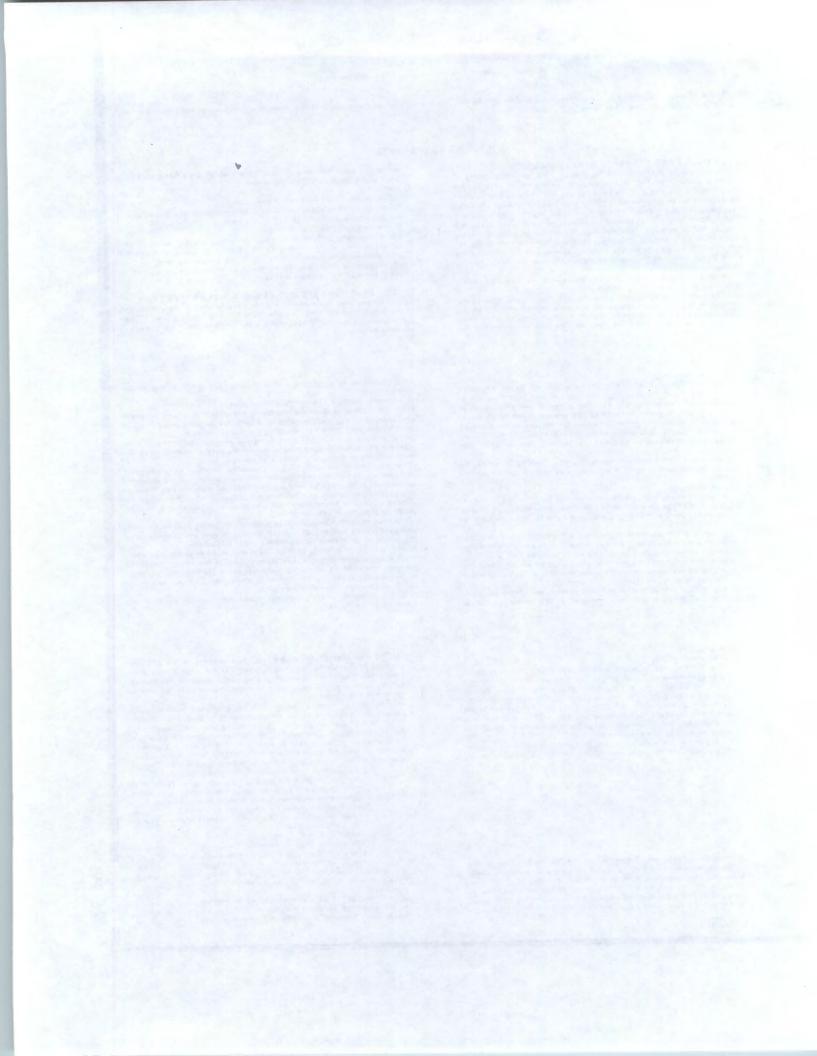
pressed in the declarations as applicable to "each occur-rence" is the total limit of the company's liability und the Bodily Injury Liability and Property Damage Liability cave

ones combined for all damages as the result all on, one accurrence

provided: (1) with respect to all damages coused by the handling or use or the existence of any condition in goods or products manufactured, sold, handled or distributed by the insured, such limit c

any one policy year for all damages caused by the handling or use of or the existence of any condition in goods or products manu-lociured, sold, handled or distributed by the insured. All such domages orising out of one lot of goods or products prepared or ocquired by the insured or by another trading under his name shall be considered as arising out of one occurrence.

X15/364



. liability shall be the total limit of the company's liability during each annual policy period;

(2) with respect to all damages arising our of property damage, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to appropriately to each project with respect to appearations being performed away from premises awned by ar rented to the insured; (3) with respect to any accurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

shall not be reduced.

2. Policy Period, Territary. This policy applies to occurrences arising anywhere during the policy period; provided, however, that: (1) resulting claims are asserted within the United States of America, its passessions, or Canada, and (2) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its passessions or in Canada.

3. Promium. The premium stated in the declarations is estimated only.

- J. Promium. The premium stated in the declarations is estimated only. Upon the anniversary, termination or cancellation date of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums. If the earned premium exceeds the estimated advance premium paid, the named insured shall pay the excess; if less, the campany shall return the unearned partian paid by such insured. The company may examine and audit the insured's books and recards at any time until one year after the final termination of this policy, as for as they relate to the premium bases or the subject matter of this insurance.

  Severability of Interests. The tarm "the insured" is used severally and not collectively, but the inclusion herein of more than one insured. Shall not operate to increase the limits of the company's liability.

  Natice of Claim, Occurrence or Suit. In the event of an occurrence for which coverage is herein provided, written notice containing all porticulars shall be given by 8r for the insured to the company as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summans or other process received by him or his representative.
  - 6. Assistance and Cooperation of the Insured. The insured shall cooperate with the campany and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others who sustain bodily injury in an accurrence.
  - 7. Action Against Company. No action shall be against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to poy shall have been finally determined either by judgment against the insured after actual trial by a court or by written agreement of the insured, the claimant and the company.
    - Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance offorded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendent in any action against the insured to determine the insured's liability.
  - B. Bankruptcy or Insolvency of the Insured. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.
- 9. Subragation. In the event of any payment under this policy the company shall be subragated to all the insured's rights of recovery therefor against any person or arganization and the insured shall execute and deliver instruments and popers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

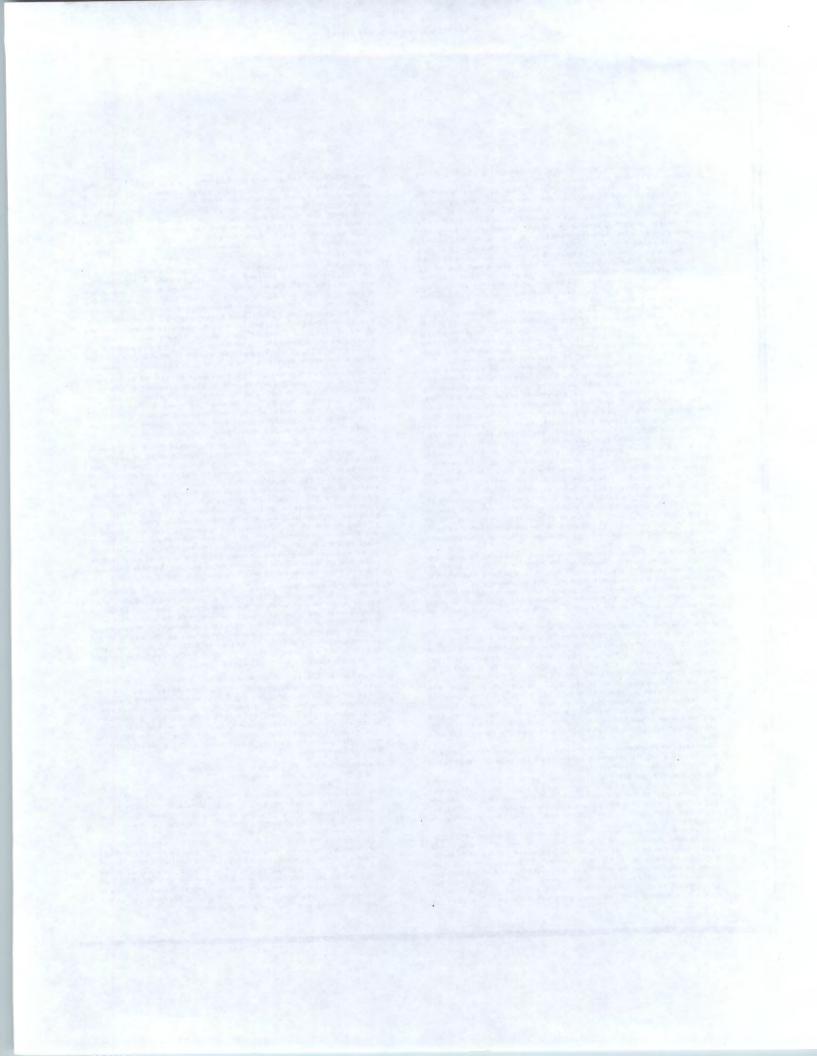
Cancellation. This policy may be concelled by the named insured by surendering the policy to the company or to any of its authorized agents or by mailing to the company written natice stating when thereafter the concellation shall be effective. This policy may be conceled by the company by mailing to the named insured at the address shown in this policy written natice stating when not less than ten days thereafter such concellation shall be effective. The mailing of 
natice as aforespid shall be sufficient proof of natice. The effective

date and hour of concellation shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in

If the named insured cancels, earned premium shall be computed in accordance with the customory short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected at as soon as practicable thereafter, but payment or tender of uncorned premium is not a condition of concellation.

- 11. Assignment. No assignment of interest under this policy shall bind the company until its consent is endorsed herean; if, however, the named insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy unless canceled shall, if written notice be given to the company within thirty days after the date of such death or adjudication, cover (1) the named insured's legal representative as the named insured, and (2) subject otherwise to the provisions of the definition of "insured" any person having proper temporary custody of any automabile, as an insured, until the appointment and qualification of such legal representative, but in no event for a period of more than thirty days after the date of such death or adjudication.
- 12. Change. No notice to any agent or knowledge passessed by any agent or by any other person shall be held to effect a waiver or change in any part of this policy nor estap the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived at changed except by endorsement issued to form a part hereof, signed by the president and secretary of the company and countersigned by a duly authorized representative of the company.
- 13. Other Insurance. If at the time of an accurrence there is any volid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance offorded hereunder as respects such occurrence; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability offorded by this policy. Further, with respect to lass orising out of the appetation, maintenance or use of any non-owned automobile or hired outomobile the applicable insurance afforded by this policy shall be excess over and above such other available insurance. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the insured.
- 14. Financial Responsibility Lews. Such insurance as is alforded by this policy for bodily injury liability or property damage liability shall comply with the provisions of the motor vehicle financial responsibility low of any state or province which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of automobiles during the policy period, to the extent of the coverage and limits of liability required by such low, but in no event in excess of the limits of liability stated in this policy when the policy is written under the Divided Limits Plan.
- 15. Liberalization Clause. If while this policy is in force, or within 45 days prior to the inception date thereof, there be adapted and published for use by this company any forms, endorsements or rules by which this insurance could be extended or broadened without additional premium charge, then, as to loss occurring during the policy period and after the effective date of such adoption and publication, such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.
- 16. Huclear Exclusion: This policy does not apply:

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or arganization is required to maintain financial protection pursuant to the Atamic Energy Act of 1954, or any low amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United Stotes of America, or any agency thereof, under any agreement entered into by the United Stotes of America, or any agency thereof, with any person or organization;



2. Under any Medical Payments Cover under ony Supplementary Payments provision relating to first o.,, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and orising out of the operation of a nuclear facility by any person or organization.

3, to bodily injury or property domage resulting from the hozordous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent (uel or waste at any time passessed, handled, used, processed, stored, transported or dispased of by or on behalf of on insured; or

(c) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connec tion with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to property damage at such nuclear focility.

4. As used in this policy, "hozordous properties" include radioactive, taxic or explosive properties;

nuclear material" means source material, special nuclear materi-

all or by-product material;
"source material," "special nuclear material," and "by-product
material" have the meanings given them in the Atomic Energy Act

of 1954 or any low amendatory thereof;
"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear

reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or argonization of any nuclear facility included within the definition of nucleor (acility under paragraph (a) or (b) thereof;
"nucleor (acility" means

(a) any nuclear reactor, (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent

fuel, or (3) hondling, processing or packaging waste, (c) ony equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of ar contains mare than 25 grams of plutanium or uranium 233 or any combination there-at, or more than 250 grams of uranium 235, (d) ony structure, basin, excavation, premises or place prepared or

real only structure, basin, excavation, premises or proceed of ised for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sus-

"nuclear reactor" means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of lissionable material; the term "property damage" includes all forms of radioactive contents.

17. Definitions.

(a) "Automobile" means a land motor vehicle, trailer or semitrailer os follows:

(1) Owned Automobile — on automobile owned by or leased under

contract for one year or more to the named insured;

(2) Hired Automobile — an automobile used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) the named insured or (b) an executive afficer thereof or (c) on employee or agent of the named insured who is granted on operating allowance of any sort for the use of such outomobile.

(3) Non-owned Automobile - any other automobile;

except the following are not deemed to be motor vehicles:

(a) tractors and other self-propelled machinery designed to carry

only the operator;

(b) self-propelled vehicles with contractor's equipment made a permanent part thereof while the contractor's equipment is being

used as such.

The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.

(b) Use of an automobile includes the loading and unloading thereof.
(c) "Boilment" means a delivery of property by any person to the in-

sured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided. "Damages" includes, with respect to

includes, with respect to:

(1) bodily injury - damages for care and loss of services, and

(1) poolity injury — comages for core and loss of services, and
(2) property damage — domoges for loss of use of property.
(e) "Domestic Employee" means on employee of the insured performing duties not connected with the insured's business.
(f) "Elevator" means elevators, escalators, hoists, and all appliances thereto including cars, platforms, shafts, haistways, power equipment and machinery, except

(1) elevator shoftways in which there are no elevators;

(2) dumbwoiters;

(3) hoists within the premises not operated through a hatchway, or located outside the walls of the premises and manually operated, or mechanically operated and not attached to the walls of the premises:

(4) hydraulic or mechanical hoists used for raising or lowering automobiles for lubricating or servicing, or for dumping materials

from trucks:

(S) had ar material haists used exclusively for freight; (6) escalators and conveyors used exclusively for freight.

"Insured" means the named insured and:

(1) if the named insured is an individual, the spouse of such named insured if a resident of the same household;

(2) if the named insured is a corporation or partnership, any partner, executive officer, director or stackholder thereof, while acting within the scape of his duties as such;

(3) any organization or proprietor with respect to real estate mon-

poement for the nomed insured;

(d) any person using, or any person legally responsible for the use of, an owned automobile or hired automobile, provided the actual use is with the permission of the named insured; provided, however, that the insurance afforded under division (4) of this delinition does not apply to:

(a) any employee of an insured with respect to bodily injury of another employee of the same insured injured in the course of such employment and orising out of the maintenance or use

of on outomobile in the business of such insured;

(b) any person or organization, or any agent or employee there-ol, operating on automobile sales agency, repair shop, service station, storage garage, or public parking place with respect to any occurrence arising out of the operation thereof, but this provision does not apply to a resident of the household of the nomed insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of such resident or partnership;

(c) the owner, or a lessee other than the named insured, of a hired automobile or on automobile leased under contract for one year or more to the named insured, or to any agent or em-

ployee of such owner or lessee.

The insurance offorded under definition (g) with respect to any person or organization other than the named insured does not apply to the owner of a non-owned outomobile, or to any member of the household of or any employee of such owner, with respect to such automobile or with respect to any trailer while used with such outamobile.

(h) "Occurrence" means on event, or a continuous or repeated exposure to substantially the same general conditions, which couses bodily injury or property domage during the policy period resulting from acts or amissions by the insured which would not be in-tended nor with reasonable certainty, be expected by the insured to produce injury. All injury or damage orising out of such exposure to substantially the same general conditions shall be considered as arising out of one accurrence.

IN WITNESS WHEREOF, General Insurance Company of America has caused this policy to be signed by its president and secretary at Seattle, Washington, and countersigned on the declarations page by a duty authorized representative of the company.

W. L. Campeling recoon

